

REQUEST FOR PROPOSALS (RFP)

**Exchange Agreement for the
U.S. Department of Transportation
Volpe National Transportation Systems Center
Cambridge, MA**

Date of Phase II RFP Issuance	Wednesday, June 15, 2016
Deadline for Proposals	Thursday, September 8, 2016

Official posting: www.fbo.gov/fedteds/GS01P16Volpe_Exchange_Agreement

Project website: www.gsa.gov/volpecenter

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SECTION A: NOTIFICATIONS

- (a) The U.S. General Services Administration (the Government) in consultation with the U.S. Department of Transportation (DOT) is seeking an Exchange Partner to develop, design, construct, and deliver a turn-key (if all options are exercised) new federal facility (the New Facility) for DOT's John A. Volpe National Transportation Systems Center (the Volpe Center). The Volpe Center occupies a federally-owned, approximately 14-acre parcel at 55 Broadway, Cambridge, Massachusetts (the Property). The New Facility is to be constructed on a portion of the Property under a fixed-price incentive structure, as described in RFP Appendix A: Draft Exchange Agreement and Exhibits. In exchange, upon completion and acceptance of the New Facility and the Value Equalization Amount (as defined in RFP Appendix A), the selected Respondent (the Exchange Partner) will receive fee simple title to the Exchange Parcel). See RFP Appendix O for an illustration of the Exchange Agreement process.
- (b) Section C contains definitions and minimum requirements for the purpose of preparing proposals. Any capitalized term not defined in Section C shall have the meaning given to it in RFP Appendix A. It may be helpful for Respondents to familiarize themselves with the definitions included in Section C and in RFP Appendix A before reading the rest of the RFP and associated documents.
- (c) This RFP represents Phase II of a two-phase solicitation process. Based on a review of qualifications in Phase I of this solicitation process, the Government selected qualified Respondents who were invited to participate in Phase II. Participation in both Phases I and II is a mandatory requirement in order to be ultimately considered as the Exchange Partner.

The entities and Key Personnel named in the Respondent's Phase I RFQ response (the Respondent, Financial Partner, Respondent's Principal-in-Charge and Respondent's Senior Project Manager) may only be replaced or removed in this Phase II RFP or thereafter with GSA's express written approval, subject to its sole discretion. GSA reserves the right to eliminate a Respondent from this Phase II RFP competition if one or more of the Respondent's evaluated Phase I RFQ entities or Key Personnel do not participate in this Phase II RFP. Respondents may partner so long as doing so does not result in the formation of a new Respondent entity, but are still subject to the restriction in the previous sentence.

- (d) This Exchange Agreement is not subject to the Federal Acquisition Regulation (FAR) and ultimately the selected Respondent (referred to in this RFP as the Exchange Partner) should not plan to receive any federal funds from the Government or DOT.
- (e) Organizational Conflicts of Interest:

The Government contracted for services to develop the Program of Requirements and the Statement of Work. A strong potential for organization conflicts of interest may exist if the Program of Requirements contractor and/or the Statement of Work contractor participates in any aspect of the Exchange Agreement opportunity related to the fulfillment of the Exchange Partner's obligations, including participation on the Exchange Partner's team for the New Facility as a subcontractor or consultant. Respondents are hereby notified that if the respondent to the RFP for the Exchange Agreement includes the Program of Requirements contractor and/or the Statement of Work contractor within its team, the Government will not execute the Exchange Agreement with that respondent until such time as any organizational conflict of interest is fully avoided, neutralized, or mitigated to the full satisfaction and at the sole discretion of the Government.

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No organizational conflict of interest has been identified with regard to any involvement the Program of Requirements contractor and/or the Statement of Work contractor may have with any eventual private development of the Exchange Parcel.

- (f) The Statement of Work for this RFP is attached separately as RFP Appendix N.
- (g) Direct all inquiries to the Contracting Officer (James Adamo, james.adamo@gsa.gov) with copies to the Contract Specialist (Mark Rinaldi, mark.rinaldi@gsa.gov). Questions regarding the RFP are due by **3:00 PM Eastern Time, Wednesday, July 13, 2016**, as stated in Section F.1.6.
- (h) Proposal Instructions are found in Section F. **The deadline for receipt of proposals is 3:00 PM Eastern Time, Thursday, September, 8, 2016**, as stated in Section F.1.1. Any proposal, modification, or revision received later than the deadline will be considered late and may be rejected by the Contracting Officer. **By submitting a proposal in response to this RFP, a Respondent consents to its proposals continuing validity for a period of six (6) months after its date of submission.**

This RFP shall not be construed in any manner to create an obligation on the part of the Government to enter into any agreement, nor to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a submission in response to the RFQ, preparing a proposal in response to the RFP or participating in the selection process.

- (i) Respondents are required to participate in a pre-proposal site visit in advance of the deadline for questions, as stated in Section F.1.6. The Government will provide one, separate pre-proposal site tour for each Respondent. Respondents must contact Gabrielle Sigel (gabrielle.sigel@gsa.gov) with copies to the Contracting Officer (James Adamo, james.adamo@gsa.gov) and the Contract Specialist (Mark Rinaldi, mark.rinaldi@gsa.gov) to schedule their mandatory pre-proposal site visit within two (2) weeks of RFP issuance. See Section F.1.5 for more information and requirements regarding the pre-proposal site visit.
- (j) Award will be made to Respondent whose offer represents the best-value to the Government. Proposals will be evaluated on the factors and subfactors included in Section G.

Offerors are cautioned that the award may not necessarily be made to the highest Proposed Gross Offer.

The Government recognizes that some of the materials requested in this Phase II RFP were already submitted by Respondents in response to the Phase I RFQ. Respondents may submit the same information again as part of their response to the RFP or may supplement/edit that material. Respondents are advised that the Phase I RFQ responses were evaluated on a Go/No Go basis, whereas the Phase II RFP responses will be evaluated on the basis of best value as described further in Section G of this RFP.

- (k) The Government intends to evaluate proposals and select the Exchange Partner without discussions with Respondents. Therefore, the Respondent's initial proposal should contain the Respondent's best terms from a price and technical standpoint. However, the Government reserves the right in its sole discretion to hold discussions with, to obtain information from, to request proposal revisions and/or presentations from, and to conduct negotiations with any or all Respondents that the Government deems appropriate in its sole discretion.

SECTION B: PROJECT OVERVIEW, GOALS, AND OBJECTIVES

B.1 Project Description

The Property is located in the Kendall Square neighborhood of Cambridge (Area 1 – East Cambridge) and is improved by six (6) buildings totaling approximate 375,000 Gross Square Feet (GSF) of space. The Property also contains two (2) surface parking lots and open, landscaped land. The Property has extensive frontage along Binney Street to the north, Third Street to the east and Broadway to the south. A pedestrian walkway directly abuts the western boundary of the Property. The Exchange Parcel will comprise the portion of the Property not utilized for the New Facility.

The New Facility will be designed, built and delivered to meet the requirements of the Statement of Work as attached in RFP Appendix N.

B.2 581(c) Exchange Authority and Applicable Law

The Exchange Agreement is being undertaken pursuant to Title 40, United States Code, Section 581(c)(1) of the GSA General Provisions, Consolidated Appropriations Act 2005, Pub. L. 108-447, 118 Stat. 2809, 3259 (2004). Specifically, 40 United States Code 581(c) (1) authorizes the Administrator of General Services to “acquire, by purchase, condemnation, or otherwise, real estate and interests in real estate.”

The selection process for this RFP is not subject to the Competition in Contracting Act of 1984, as amended, its implementing regulations, or other general procurement regulations, such as the FAR.

B.3 Government’s Goals and Objectives

The Government’s goals and objectives for the New Facility are more fully described in the Statement of Work, which includes the Program of Requirements. Among other goals, the New Facility will be required to meet or exceed Federal Energy Goals, including standards mandated by the Energy Policy Act of 2005, the Energy Independence and Security Act of 2007 and Executive Orders 13693 and 13653. It will also incorporate cost-effective and innovative “green” strategies, with a minimum requirement of a LEED Gold rating.

The Exchange Agreement is an opportunity in Design Excellence to exemplify design quality standards set forth in the Guiding Principles for Federal Architecture. As described in the Statement of Work, the development of the New Facility must comply with and, in some cases, exceed the PBS-P100 Facilities Standards for the Public Buildings Service (PBS) and all referenced codes, standards and executive orders referenced therein, including U.S. Building Codes, Architectural Barriers Act Accessibility Standards (ABAAS), and the Interagency Security Committee’s security requirements. The New Facility must also comply with the Volpe Center’s additional tenant requirements as detailed in the Statement of Work.

The Exchange Agreement will allow the Government to leverage a portion of the Property in exchange for the New Facility and supports the Government’s goals to:

- Comply with the Presidential Memorandum entitled Disposing of Unneeded Federal Real Estate, 75 Fed. Reg. 33987 (June 16, 2010);
- Leverage the value of real property assets to provide more efficient, sustainable federal facilities that will better enable federal agencies to achieve their missions; and
- Obtain best value for the Government, through an open, public competition.

B.4 Transaction Structure Overview

In accordance with this RFP, the selected Respondent will be required to execute the Exchange Agreement included in draft form as RFP Appendix A with the Government that will govern the transaction. The Draft Exchange Agreement will only be modified to include certain information specific to the Exchange Partner as noted in RFP Appendix A.

B.4.1 Delivery of the New Facility

The Exchange Partner will be responsible for designing, constructing and delivering the New Facility, as well as the relocation process if the applicable options are exercised, according to the terms and conditions in the Exchange Agreement and associated exhibits, including the Statement of Work.

The site plan included in the Proposal of the Exchange Partner will be incorporated into the Exchange Agreement as Exhibit B.

The Government will not consider swing space for office and laboratory use during the design and construction of the New Facility.

B.4.2 Exchange Parcel

Upon completion of the Exchange Partner's obligations as set forth in the Exchange Agreement, including the payment of the Value Equalization Amount, the Government shall convey to the Exchange Partner all of the Government's right, title and interest in and to the Exchange Parcel. All personal property remaining on the Exchange Parcel on the date of the Closing shall be conveyed to the Exchange Partner. No fee interest in the Exchange Parcel will be conveyed to the Exchange Partner prior to completion of the New Facility.

Access to and use of the Exchange Parcel prior to Closing can be found in RFP Appendix A, Article VI.

B.5 Available Project Information

The information available on the solicitation website at the following URL is listed in the Statement of Work: www.fbo.gov/fedteds/GS01P16Volpe_Exchange_Agreement.

SECTION C: RFP DEFINITIONS AND MINIMUM REQUIREMENTS

This Section contains definitions for the purpose of preparing proposals. Any capitalized term not defined in Section C shall have the meaning given to it in RFP Appendix A: Draft Exchange Agreement and Exhibits. It may be helpful for Respondents to familiarize themselves with the definitions included in Section C and in RFP Appendix A before reading the rest of the RFP and associated documents.

C.1 Delivery of the New Facility

Delivery of the New Facility is defined in RFP Appendix A.

C.2 Design Phase Services

Design Phase Services are defined in RFP Appendix A.

C.3 Exchange Parcel

Exchange Parcel is defined in RFP Appendix A.

C.4 Financial Partner

Financial Partner means the entity(ies) capable of fully funding the cost of the Design Phase Services and the Delivery of the New Facility plus the Value Equalization Amount. The Financial Partner(s) can be the same as the Respondent or a separate entity(ies), but must include at a minimum any Financial Partner identified in the Respondent's Phase I RFQ submission.

C.5 Key Personnel

Key Personnel means those individuals identified as Key Personnel in the Respondent's Phase I RFQ response (the "Respondent's Principal-in-Charge" and "Senior Project Manager") plus all new individuals identified as Key Personnel in the Respondent's Phase II proposal. Once an individual has been identified as a Key Person, he or she may not be replaced or removed without GSA's express written approval, subject to its sole discretion.

C.5.1 Respondent's Key Personnel

The **Respondent's Key Personnel** shall include, at a minimum, the Respondent's Principal-in-Charge and Respondent's Senior Project Manager who were identified in their Phase I RFQ submission and meet the following definitions:

- **Respondent's Principal-in-Charge** means the individual who is an officer and/or owner of the Respondent who has the ability to make legal commitments on behalf of the Respondent. The Respondent's Principal-in-Charge shall be responsible for overseeing all aspects of the Respondent's Team. The Respondent's Principal-in-Charge shall be a U.S. citizen and have at least fifteen (15) years of experience in office and related development that is clearly specified on his or her resume. The Respondent's Principal-in-Charge shall be available and able to commit to the project.
- **Respondent's Senior Project Manager** means the individual responsible for the day-to-day management of the Project Team from award through final acceptance of the New Facility by the

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Government. The Respondent's Senior Project Manager shall be a U.S. citizen and have at least ten (10) years of experience in office and related development that is clearly specified on his or her resume. The Respondent's Senior Project Manager shall be available and able to commit to the project.

C.5.2 General Contractor's Key Personnel

The **General Contractor's Key Personnel** shall include, at a minimum, the "General Contractor's Project Executive," "General Contractor's Senior Project Manager" and "General Contractor's Construction Superintendent" who meet the following definitions:

- **General Contractor's Project Executive** means the individual who has the ability to make legal commitments on behalf of the General Contractor. The General Contractor's Project Executive shall be responsible for coordinating all aspects of the General Contractor's construction operation, including oversight of project management. The General Contractor's Project Executive shall be a U.S. citizen and have at least fifteen (15) years of experience in office and related construction of similar size, scope and complexity to the New Facility that is clearly specified on his or her resume. The General Contractor's Project Executive shall be available and able to commit to the project.
- **General Contractor's Senior Project Manager** means the individual responsible for the management through all phases of construction, resulting in a successful project completed and occupied within time and budgetary constraints. The Senior Project Manager will be required to track project financials and provide regular updates on the project status and schedule. The General Contractor's Senior Project Manager shall be a U.S. citizen and have at least ten (10) years of experience in office and related construction of similar size, scope and complexity to the New Facility that is clearly specified on his or her resume. The General Contractor's Senior Project Manager shall be available and able to commit to the project.
- **General Contractor's Construction Superintendent** means the individual responsible for the day-to-day management of the construction crew and coordination with subcontractors from award through final acceptance of the New Facility by the Government. The Respondent's Construction Superintendent shall be a U.S. citizen and have at least ten (10) years of experience in office and related construction of similar size, scope and complexity to the New Facility that is clearly specified on his or her resume. The General Contractor's Construction Superintendent shall be available and able to commit to the project.

C.5.3 Lead Design Firm's Key Personnel

Each Lead Design Firm's Key Person shall be the "Lead Designer" who meets the following definition:

- **Lead Designer** means the individual who is responsible for the design direction of the New Facility from award through project delivery. A Lead Designer shall direct and coordinate with the entire Design Team working on the New Facility. A Lead Designer shall be a licensed architect, a U.S. citizen, and have actively served in the role of Lead Designer of at least three (3) completed and occupied projects within the last ten (10) years of similar size, scope and complexity to the New Facility. The Lead Designer shall be available and able to commit to the project.

C.6 New Facility Parcel

New Facility Parcel is defined in RFP Appendix A

C.7 Proposed Gross Offer

Proposed Gross Offer is defined in RFP Appendix A.

C.8 Respondent

Respondent refers to the entity that is responding to this RFP and if selected, will be responsible for entering into an Exchange Agreement with the Government. Only those Respondents deemed qualified in the Phase I RFQ are eligible to submit proposals in response to this Phase II RFP. If the Respondent entity has not yet been formed, then Respondent refers to the members of the to-be-formed Respondent entity.

C.9 Respondent Team

Respondent Team shall include, at a minimum, the Respondent, Financial Partner(s), Respondent's Key Personnel, General Contractor and three (3) potential Lead Designers from three (3) distinct design firms. The Respondent Team for purposes of the RFP may also include one or more additional Financial Partners and any advisors, contractors, consultants, law firms or other entities that will support the Delivery of the New Facility. Any entities or individuals named in the Phase II RFP submission will be considered a member of the Respondent Team and replacement or removal of any team members going forward will be subject to GSA's express written approval, subject to its sole discretion. Notwithstanding the foregoing sentence, the selected Exchange Partner may add to its Respondent Team additional advisors, consultants and financial partners at a later point(s) in the Exchange Agreement.

C.10 Value Equalization Amount

Value Equalization Amount is defined in RFP Appendix A.

SECTION D: INFORMATIONAL OVERVIEW OF THE EXCHANGE AGREEMENT EXECUTION PROCESS

Following selection of the Exchange Partner in response to this RFP, the Government and the selected Respondent will make a joint selection of the design team for the New Facility (the “Design Team”), as further described in Section D.1.2 below and in RFP Appendix L. In the event that the parties cannot make a joint selection of a Design Team, successfully negotiate a firm-fixed-price for the Design Phase Services or the Target Fee Percentage for the Delivery of the New Facility (as defined in the RFP Appendix A), or execute the Exchange Agreement, the Government reserves the right to select another Respondent.

See RFP Appendix O for an illustration of the Exchange Agreement process.

D.1 Design Team Selection Process

The Government envisions a collaborative and inclusive, two-stage Design Team selection process. The Design Team will be selected using a qualifications-based selection process based on the GSA Design Excellence Policies and Procedures. For reference purposes, please see the following GSA Design Excellence website: <http://www.gsa.gov/portal/content/104455>. To the extent any differences between the information provided on the GSA Design Excellence website and this RFP are identified, defer to the information contained in this RFP. Stage 1 (Submission and Evaluation of Lead Design Firms and Lead Designers) will occur as part the RFP process to select an Exchange Partner and Stage 2 (Submission and Evaluation of Design Teams) will occur following notification of the selected Respondent.

D.1.1 Stage 1: Submission and Evaluation of Lead Design Firms and Lead Designers

As described in Section F.3.3, Respondents are required to submit the qualifications, experience, and past performance of three (3) Lead Designer candidates from three (3) distinct design firms (each a “**Lead Design Firm**”). Full design teams shall not be submitted in the Stage 1 response to the RFP, but are required to be submitted during the Stage 2 process. The Respondent shall be willing to work with each of the three (3) submitted Lead Designers and their associated firms on the design of the New Facility. Lead Designers and their firms may be included in one or more Respondents’ proposals.

Refer to Section F.3.3 for proposal content and submission requirements associated with Stage 1. Refer to Section G.3.3 for evaluation criteria associated with Stage 1.

D.1.2 Stage 2: Submission and Evaluation of Design Teams

The Stage 2 selection process requires the Lead Designers to each assemble and submit qualifications for their full design teams. Following identification of the selected Respondent, and upon assembly of the full Design Teams, the Government and the selected Respondent will jointly review qualifications, interview the three (3) Lead Designers and their design teams, and select one of the three (3) Lead Designers/design teams for the design of the New Facility. While only the selected Respondent will go through the Stage 2 process, this RFP does not restrict design team members and/or consultants from being included in one or more Respondents’ potential plans for Stage 2. The Government and selected Respondent will then negotiate a firm-fixed-price for the Design Phase Services. See RFP Appendix L for further information about the Stage 2 selection process.

D.2 Incorporation of Exchange Partner's Gross Proposed Offer

The price in U.S. dollars submitted for the Proposed Gross Offer in RFP Appendix K as included in Volume V of the selected Respondent's Proposal shall be incorporated into the definition of the Gross Proposed Offer in the Exchange Agreement (as noted in Article I of RFP Appendix A).

D.3 Determination of Exchange Agreement Pricing

Following the joint Design Team selection, the Government and the selected Respondent will negotiate the firm-fixed-price for the Design Phase Services (Line 1) and the Target Fee Percentage for the Delivery of the New Facility (Line 2d). The Initial Target Cost for the Delivery of the New Facility (Line 2a) will be incorporated into the Exchange Agreement from the selected Respondent's Proposal; it is not possible to negotiate this cost prior to beginning the design. The remainder of the Exchange Agreement Initial Pricing Form may then be calculated using the formulas therein and explained below. Once the Exchange Agreement Initial Pricing Form is completed, the Exchange Agreement will be executed.

RFP Appendix M discusses how the Government and the selected Respondent will use the selected Respondent's Proposal (specifically RFP Appendix J) to determine the prices incorporated into the Exchange Agreement, including Exhibit E and its attached Initial Pricing Form. Respondents may note that RFP Appendix J parallels the Exchange Agreement Initial Pricing Form, with RFP Appendix J representing proposed amounts and the Exchange Agreement Initial Pricing Form representing the execution amounts. For both RFP Appendix J and the Exchange Agreement Initial Pricing Form, Line 1 applies to the Design Phase Services, Line 2 (2a through 2f) applies to the Delivery of the New Facility, and Line 3 is the estimated maximum total price of the Design Phase Services and the Delivery of the New Facility.

D.4 Design and Construction Oversight by the Government

During the Exchange Agreement execution process, the Government intends to engage, through a separate contract, a construction manager (the Government's Construction Manager) who will serve as an adviser to the Government on construction management matters until the Notice of Final Completion and Acceptance of the Work is issued by the Government. The cost of the Government's Construction Manager shall be borne solely by the Government. The Government's Construction Manager will serve also as an integral part of the Government's review team during design phases and is expected to work in collaboration with the entire Exchange Partner's team.

The Government's Construction Manager will advise the Government regarding sound management for all services to be performed on this project under the Statement of Work and to achieve the best quality and value while controlling schedule and budget. The Government's Construction Manager will be expected to work collaboratively with the Exchange Partner to resolve problems, minimize claims, take all reasonable measures to anticipate problems and delays, and to minimize or eliminate their adverse impact to the project schedule, budget, and approved design. The Government's Construction Manager will be expected to take the initiative and act to mitigate circumstances that could lead to claims, resolve conflicts promptly, and keep the Government advised of any potential disputes and project delays. The Exchange Partner will be expected to exercise due diligence to ensure that the project meets the requirements of the Statement of Work, codes, regulations, standards, and the project construction documents.

The Government's Construction Manager will oversee the design reviews, including validations and updates of the Program of Requirements by the Design Team throughout the design and construction

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stages. The Government's Construction Manager will also participate in the Design Excellence Peer Reviews. Throughout all services performed under the Exchange Agreement, the Government's Construction Manager will be expected to ensure that the project is in compliance with the Statement of Work and design and construction documents.

SECTION E: SPECIAL TERMS, CONDITIONS, AND NOTICES

E.1 Safeguarding Documents Designated as Sensitive But Unclassified

Certain information contained in the RFP documents may have been designated as Sensitive but Unclassified (SBU) building information. With respect to such information, Respondents shall agree to the terms for receipt of such information set forth in the Statement of Work as a condition of receipt of such information.

E.2 Statement of Limitations

- (a) This RFP, submissions from Respondents to this RFP, and any relationship between the Government and Respondents arising from or connected or related to this RFP, are subject to the specific limitations and representations expressed below, as well as the terms contained elsewhere in this RFP. By participating in the selection process, Respondents are deemed to accept and agree to this Statement of Limitations. By submitting a proposal in response to this RFP, the Respondent acknowledges and accepts the Government's rights as set forth in the RFP, including this Statement of Limitations and any Appendices. RFP means all the documents included herein, including any Appendices, Exhibits and drawings.
- (b) The Government reserves the right, in its sole discretion, without liability, to accept or reject any or all of the proposals received in response to this RFP. This RFP shall not be construed in any manner to create an obligation on the part of the Government to enter into any agreement, nor to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a submission in response to the RFQ, preparing a proposal in response to the RFP or participating in the selection process.
- (c) In selecting an Exchange Partner, the Government will exercise its best professional and business judgment and ensure the integrity of the selection process. The Government reserves the right to exercise fully its discretion in interpreting and applying the selection criteria and in making its selection.
- (d) The Government reserves the right in its sole discretion to hold discussions with, to obtain information from, to request presentations from, and to conduct negotiations with, any or all Respondents that the Government deems appropriate in its sole discretion. The Government reserves the right, as it deems its interests may require in its sole discretion, to accept or reject any or all submissions, to waive any informality, informalities or nonconformity in the submissions received, and to accept or reject any or all items in a submission.
- (e) The Government will not provide debriefings of any kind following rejection of any proposal, selection of a Respondent, or award of the Exchange Agreement.
- (f) Failure to respond to any of the items required by this RFP may result in a Respondent's proposal being rejected. In any and all events, the Government shall not be liable for any costs associated with the preparation, clarification, or negotiation of proposals.
- (g) The Government makes no representations or warranties whatsoever with respect to this RFP or the Property including, without limitation, representations and warranties as to the accuracy of any information or assumptions contained in this RFP or otherwise furnished to Respondents by the Government; site and environmental conditions on the Property; or the suitability of the Property or

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any portion thereof for any specific uses or development. Respondents shall make their own analysis and evaluation of all aspects of the Property, including without limitation, the income potential, profit potential, expenses and costs of development of the Property. Respondents shall not rely upon any statement or information given the Respondents by the Government including, without limitation, any information contained in or supplied in connection with this RFP including information available at www.fbo.gov. Respondents shall review this website prior to submitting a proposal to ensure they have reviewed all information for revisions, modifications and additions. The Government does not make and hereby disclaims any representation, warranty or other statement regarding the accuracy, sufficiency, or correctness of any such information, including illustrations provided in Appendices, acreage and square footage, references and due diligence information provided and hereby advises all prospective Respondents to obtain, examine, and independently verify all such information to the extent that they deem necessary or desirable for their purposes. The Government does not accept, and hereby disclaims, any liability to any person or entity as a result of the information provided by the Government, whether or not such person or entity does or does not submit a proposal in response to this RFP.

- (h) The Government disclaims any liability for any damage to reputation or interference with ongoing negotiations or contracts, or any other liability whatsoever, based on the selection process pursuant to this RFP, the Government's investigation of the experience and qualifications of any Respondent, and the Government's discussions, dealings, or negotiations with one or more of the Respondents, or the termination of any such discussions or negotiations. By submitting proposals in response to the RFP, each Respondent hereby irrevocably acknowledges, accepts and agrees to the disclaimers of liability set forth above.
- (i) The requirements and prohibitions of 18 U.S.C. § 201, "Bribery of public officials and witnesses" and 31 U.S.C. § 1352, "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions" are applicable to the selection process.
- (j) The Government reserves the right to retain all the materials and information, and the ideas and suggestions therein, submitted in response to this RFP. By submitting a proposal in response to this RFP, the Respondent acknowledges, accepts, and agrees that all such materials, information, ideas and suggestions retained shall become the property of the Government.
- (k) The Government reserves the right to: (a) modify, and/or suspend any and all aspects of this RFP; (b) request additional information; and (c) waive any defects as to form or content of this RFP or any proposals submitted thereto.
- (l) No claims for brokers' fees will be paid by the Government. Each Respondent shall indemnify, defend and hold the Government harmless from and against all claims, liabilities, and costs arising from any claim for brokerage commissions, finder's fees, or other remuneration based in whole, or in part, on the submission of a proposal in response to this RFP, any negotiations in connection with or related to this RFP, or the execution of a lease, agreement, or other contract arising out of or in connection with this RFP.
- (m) Respondents submitting business information pursuant to this selection process should consult 41 C.F.R. Part 105-60 and other implementing regulations concerning the release of such information to third parties pursuant to the Freedom of Information Act ("FOIA"). All information submitted by Respondents that they consider confidential and not releasable to third parties outside of the Government, and its employees, agents, consultants and representatives must be clearly and conspicuously so marked.

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- (n) The Government may disclose proposals received in response to this RFP to non-Government advisors. All non-Government advisors will sign and provide to the Government a "Conflict of Interest Acknowledgment and Nondisclosure Agreement" and Sensitive But Unclassified Materials "Document Security Form."
- (o) Security and Sensitive But Unclassified Information
- (1) GSA's PBS has set forth policy on the dissemination of Sensitive But Unclassified (SBU) paper and electronic building information for GSA's controlled space, including owned, leased, and delegated federal facilities. The PBS Order number is PBS 3490.1 and it is dated March 8, 2002. A major goal of GSA and the federal government is the safety and security of people and facilities under the charge and control of GSA. The order outlines the PBS security procedures needed to reduce the risk that building information will be used for dangerous or illegal purposes.
 - (2) Respondents and their team members handling the SBU documents shall use reasonable care for dissemination of information. It is the responsibility of the person or firm disseminating the information to confirm the recipient is an authorized user and to keep logs of recipients.
 - (3) For the length of the solicitation period and Exchange Agreement, each Respondent, contractor, subcontractor, supplier, or design consultant shall appoint a point of contact to be responsible for the security of SBU documents and to complete the Document Security Form as found in Appendix P.
 - (4) During the solicitation period, the Respondent shall obtain a Document Security Form from all persons and entities involved in the preparation of proposals in response to the RFP to whom they will be releasing any SBU documentation that have not previously completed Document Security Form.
 - (5) Respondents shall not provide any SBU information to any person or entity not involved in the preparation of the proposal in response to this RFP. In the event the Respondent receives a request for SBU information from an outside entity, the Respondent shall contact the GSA Contracting Officer.
 - (6) SBU documents no longer needed shall be destroyed. Destruction shall be done by either burning or shredding hard copy and/or physically destroying CDs, deleting and removing files from electronic recycling bins, and removing material from computer hard drives using permanent erase utility or similar software.

SECTION F: PROPOSAL INSTRUCTIONS

F.1 General Proposal Submission Instructions

F.1.1 Receipt of Proposals

- (a) The deadline for receipt of proposals is **3:00 PM Eastern Time, Thursday, September 8, 2016.** Any proposal, modification, or revision received later than the deadline will be considered late and may be rejected by the Contracting Officer. Proposals shall be submitted to:

James Adamo
Contracting Officer
GSA PBS Region 1
10 Causeway Street, Suite 1100
Boston, MA 02222

- (b) Email submissions will not be accepted.
- (c) Respondents shall submit one (1) original, nine (9) hard copies of their proposal, and one (1) identical electronic version.
- (d) Only one response to the RFP shall be submitted by a Respondent.
- (e) The external cover of each proposal volume shall include the Respondent's name and address, solicitation title, deadline for receipt of proposals, and volume number.

F.1.2 Points of Contact

- (a) The Contracting Officer and Contract Specialist shall be the sole points of contact for any communication with potential Respondents.
- (b) The Contracting Officer and Contract Specialist for this RFP are:

James Adamo
Contracting Officer
GSA PBS Region 1
10 Causeway Street, Suite 1100
Boston, MA 02222
617-565-8619 (O)
857-207-0555 (C)
james.adamo@gsa.gov

Mark Rinaldi
Contract Specialist
GSA PBS Region 1
10 Causeway Street, Suite 1100
Boston, MA 02222
617-565-5028 (O)
617-366-9323 (C)
mark.rinaldi@gsa.gov

F.1.3 Proposal Organization

The submission shall be organized in precisely the order and format below. The proposal volumes shall be tabbed and organized into the following sections, with associated page limitations. Submissions that do not follow these instructions, or otherwise include documentation that is difficult to read, may result in lower ratings or may be rejected completely.

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Volume/Tab	Title	Maximum Number of Pages
Volume I	Representations, Certifications, and Other Statements of Offerors	See individual tab limits below
Tab 1	Cover Letter and Certifications	No limit (not rated)
Tab 2	Respondent's Legal Structure	No limit (not rated)
Volume II	Non-Price Factor A: Development, Construction and Design Qualifications	See individual tab limits below
Tab 1	Subfactor 1: Development Qualifications and Past Performance	20 pages (excluding resumes)
Tab 2	Subfactor 2: Construction Qualifications and Past Performance	20 pages (excluding resumes)
Tab 3	Subfactor 3: Design Qualifications and Past Performance (include 3 sub-tabs, 1 for each Lead Design Firm/Lead Designer pair)	20 pages per proposed Lead Designer (excluding Lead Designer profiles and project photos/illustrations); 60 pages total
Volume III	Non-Price Factor B: Technical Approach	See below for tab limits
Tab 1	Subfactor 1: Site and Massing Plans	5 pages
Tab 2	Subfactor 2: Project Management Plan	25 pages
Tab 3	Subfactor 3: Estimated Costs for Design Phase Services and Delivery of the New Facility	RFP Appendix J (1 page), Cost Estimating Workbook, and no limit for supplemental back-up information for estimates
Volume IV	Non-Price Factor C: Financial Qualifications and Plan	See below for tab limits
Tab 1	Subfactor 1: Financial Qualifications	10 pages (excluding financial statements, other third-party proof of financial capability, and partnership documents)
Tab 2	Subfactor 2: Project Financing Plan	5 pages (excluding third-party documentation of financing commitments)
Tab 3	Subfactor 3: Guaranty of Exchange Agreement Obligations	3 pages (excluding proof of financial capability to fulfill guaranty)
Volume V	Price Factor: Proposed Gross Offer	1 page (RFP Appendix K)

F.1.4 Proposal Format

Proposals shall be submitted in the following format:

- (a) Pages shall be 8½x11-inch white paper, ½-inch margins on the top and bottom of the pages and 1-inch margins on the left and right sides of the pages, with lettered/numbered dividers for each section to correspond with the tabs above. Double sided pages should be used where possible.
 - (1) The Lead Design Firm and Lead Designer's Past Performance Matrices required in Section F.3.3 may be printed on 11x17-inch paper if necessary.
 - (2) The site plan and massing plan requested in Section F.4.1 may be printed on 11x17-inch paper if necessary.
- (b) All text shall be in either Arial or Times New Roman font at an 11-point minimum.
- (c) Resumes and financial statements may have margins and font sizes different from those listed above but shall be legible and shall be submitted on 8½x11-inch paper.
- (d) The original and each required hard copy shall be in a 3-ring binder or "GBC" bound. The electronic version shall be on a CD-ROM with files in their native format, i.e. pdf, doc, xls, ppt, etc. ****Please note self-extracting .exe files are not accepted.****

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- (e) The information provided in the submission shall be easily reproducible by normal black and white photocopying machines.
- (f) The original submission must contain original signatures in ink and in a color other than black.
- (g) Materials submitted become the property of the Government and shall not be returned.

F.1.5 Pre-Proposal Site Visit

- (a) Respondents are required to participate in a pre-proposal site visit in advance of the deadline for questions, as stated in Section F.1.6 below. The Government will provide one, separate pre-proposal site tour for each Respondent. Respondents must contact Gabrielle Sigel (gabrielle.sigel@gsa.gov) with copies to the Contracting Officer (James Adamo, james.adamo@gsa.gov) and the Contract Specialist (Mark Rinaldi, mark.rinaldi@gsa.gov) to schedule their mandatory pre-proposal site visit within two (2) weeks of RFP issuance.
- (b) Each Respondent Team may bring up to twenty-five (25) participants on the tour, provided all participants have been pre-registered more than three (3) business days in advance of the scheduled tour. Participants must all have valid Government-issued picture identification (driver's license preferred) to gain access for the pre-proposal site visit. Notification of where participants are required to meet, and all other requirements for the site visit will be issued to Respondents upon confirmation of their scheduled tour.

F.1.6 Questions

- (a) The deadline for questions about the RFP is **3:00 PM Eastern Time, Wednesday, July 13, 2016.** Questions received later than the deadline may be rejected by the Contracting Officer.
- (b) Requests for clarification or interpretation shall be sent via email to the Contracting Officer (James Adamo, james.adamo@gsa.gov) with copies to the Contract Specialist (Mark Rinaldi, mark.rinaldi@gsa.gov).
- (c) Each request must clearly reference the RFP or other associated document and the applicable page, section and paragraph.
- (d) When releasing information in response to requests for clarification or interpretation, the Government will not attribute questions to a Respondent. When specific information would affect preparation of proposals is disclosed to one or more potential Respondents, that information will be made available to all Respondents as soon as practicable, but no later than the next general release of information, in order to avoid creating an unfair competitive advantage. However, information provided to a potential Respondent in response to a question may not be disclosed if doing so would reveal the potential Respondent's confidential business strategy. This information is protected under FAR 3.104 - Procurement Integrity or FAR Subpart 24.2 - Freedom of Information Act.
- (e) Should the answer to a question materially change the RFP, an amendment to the RFP will also be issued.

F.1.7 Past Performance Questionnaires

(a) Past performance questionnaires shall be submitted for each of:

- The Respondent's past performance projects
- The Respondent's Key Personnel
- The General Contractor's past performance projects
- The General Contractor's Key Personnel

The required number of questionnaires, any requirements of the third-party references, and any additional requirements specific to an individual questionnaire are included in the applicable tab instructions below.

- (b) The Respondent is responsible for ensuring that the correct completed past performance questionnaires for each past performance projects and Key Personnel are submitted by the third-party references directly to the Contracting Officer with copies to the Contract Specialist in advance of the deadline for proposals. Any questionnaires not received directly from third-party references may not be considered in the evaluation process. Any questionnaires received after the deadline for proposals may not be considered in the evaluation process.
- (c) The required questionnaires and sample letters to third-party references are included as Appendices F – I of this RFP.

F.2 Volume I – Representations, Certifications, and Other Statements of Offerors

F.2.1 Tab 1 – Cover Letter and Certifications

(a) The Respondent must include a cover letter that contains the following:

- Legal Name and Address of Respondent (Note: Respondent must be Exchange Partner. If the Respondent entity has not yet been formed, then list all members of the to-be-formed Respondent);
- Name, address, email, and telephone/fax numbers of each principal, partner, and co-venturer of the Respondent;
- Full contact information for the representative authorized to act on behalf of the Respondent who will serve as the main point-of-contact for all communications relating to the RFP;
- Tax Identification Number (TIN) and DUNS (if available for Respondent);
- Certification that all information and materials provided in response to this RFP are true and complete in all respects. This certification must be provided by the Respondent and the Respondent's Principal-in-Charge;
- Certification that Respondent accepts the terms of the Exchange Agreement provided in RFP Appendix A, and any amendments issued prior to RFP close date. The Draft Exchange Agreement will only be modified to include certain information specific to the Exchange Partner as noted in RFP Appendix A; and
- Certification that Respondent will maintain the evaluated Respondent Team (including all entities and Key Personnel) intact through the entire Exchange Agreement.

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- (b) The Respondent shall include a completed copy of the certification in RFP Appendix B: FAR 52.209.5 – Certification Regarding Responsibility Matters. The Respondent must provide a written description of any affirmative responses to items in (a)(1)(i)(A)-(D) or (a)(1)(ii).

F.2.2 Tab 2 – Respondent’s Legal Structure

This Tab is intended to familiarize the Government with the Respondent’s proposed legal structure, including the relationship amongst any entities comprising the offering entity. This Tab is for informational purposes only and will not be rated. This Tab shall contain the following information:

- (a) Name and type of the Respondent’s legal organizational structure (formed or to be formed, such as a corporation, partnership, limited liability company, business association, joint venture, etc.);
- (b) Describe the ownership structure, percentage ownership and organizational authority of the Respondent’s legal entity described above (i.e., general partner, limited partner, joint venture with XX% ownership for each member, identification of managing member, etc.);
- (c) If the entity has been formed, attach any relevant organizational legal documents such as partnership documents, articles of incorporation, articles of organization, certificate of good standing, etc.;
- (d) Identify any affiliation or other relationship between the Respondent and any development company, parent company, subsidiary or other affiliate of the entity;
- (e) If the Respondent is made up of more than one entity, provide an organizational chart for the legal ownership of the Respondent and identify the lead entity, as well as other entities that will control the entity and have financial liability for the project; and
- (f) Description of proposed relationships for management, agreements, etc., where applicable.

F.3 Volume II – Non-Price Factor A: Development, Construction and Design Qualifications

F.3.1 Tab 1 – Subfactor 1: Development Qualifications and Past Performance

- (a) Respondent’s Corporate Qualifications and Experience Developing Real Estate

The Respondent shall provide the following:

- (1) An introduction briefly describing the Respondent, location, firm background, organizational makeup, and noteworthy accomplishments. If the Respondent is not yet formed and will be comprised of more than one entity, provide this introduction for each member entity;
- (2) An overview of Respondent’s past development experience and services provided, as well as technical resources and capacity to deliver the New Facility; and,
- (3) The Respondent’s experience working with municipalities, communities, local zoning and master plans. The Respondent may discuss how other members of the Respondent Team supplement the Respondent’s experience here; however, the General Contractor and Lead Designer’s experience shall be addressed in Tabs 2 and 3 of this Volume.

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(b) Respondent's Past Performance Developing Real Estate

- (1) The Respondent shall submit information for three (3) projects developed by the Respondent, completed and occupied within the past 10 years, and of similar size, scope and complexity to the New Facility. Submissions shall include a narrative summary for each project that identifies the project and addresses:
 - The Respondent's role (or if Respondent has not yet been formed, name of the entity involved and its role);
 - Evidence of how the project met high quality standards in planning, design, construction and delivery;
 - The salient features for each project and discuss how the project's program, function, image, mission, economic, schedule, and operational objectives were satisfied; and
 - The relevance of the submitted projects to the New Facility, including size, scope and complexity, context, sustainability, security and/or workplace design.

The narrative summary for each project shall be limited to three (3) pages or less.

This section of the submission should include tangible evidence such as certificates, awards, peer recognition, etc. demonstrating high quality.

- (2) For each past performance project, one (1) third-party reference shall submit a completed Respondent's Past Performance Questionnaire in RFP Appendix F directly to the Contracting Officer with a copy to the Contract Specialist in advance of the deadline for proposals. Third-party references may be project owners, lenders and/or lead tenants of project, if such tenants participated in project design and occupy either at least 75% of the project or at least 100,000 square feet of the project. If the Respondent is the project owner, lender/financing source and lead tenant for a project, then the general contractor or architecture firm may be used as a reference and complete the past performance questionnaire. The relationship of each reference to the Respondent shall be clearly articulated in the past performance questionnaire.

(c) Respondent's Key Personnel

- (1) The Respondent shall identify, in list form, the proposed Respondent's Key Personnel, which must include, at a minimum, the Principal-in-Charge and Senior Project Manager identified in the Respondent's Phase I RFQ submission.
- (2) The Respondent shall submit resumes for each and only proposed Respondent's Key Personnel. Resumes shall include information verifying the minimum requirements included in the Key Personnel definitions in Section C. Resumes shall demonstrate the extent to which the Respondent's Key Personnel have the relevant qualifications and experience necessary to effectively deliver facilities of similar size, scope and complexity to the New Facility.
- (3) The Respondent shall include in this Tab a statement of affirmation that the Principal-in-Charge has the ability to make legal commitments on behalf of the Respondent and shall be responsible for coordinating all aspects of the Project Team.
- (4) The Respondent shall include in this Tab a statement of affirmation that the Senior Project Manager will be responsible for the day-to-day management of the Project Team from award through final acceptance of the New Facility by the Government.

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- (5) For each Key Person, two (2) third-party references shall each submit a completed Respondent's Key Personnel Past Performance Questionnaire in RFP Appendix G directly to the Contracting Officer with a copy to the Contract Specialist in advance of the deadline for proposals.

(d) Respondent's Past Performance and Key Personnel Matrix

The Respondent shall include in this Tab a completed copy of the Respondent's Past Performance and Key Personnel Matrix in RFP Appendix C. The Respondent shall include in the matrix each of its three (3) past performance projects submitted in response to paragraph (b)(1) above.

F.3.2 Tab 2 – Subfactor 2: Construction Qualifications and Past Performance

The Respondent shall include in its proposal a General Contractor that has significant experience and capability managing projects of a similar size, scope and complexity to the New Facility.

(a) General Contractor's Corporate Qualifications and Experience

The Respondent shall provide the following for the General Contractor:

- (1) An introduction briefly describing the General Contractor and its location, firm background, organizational makeup, and noteworthy accomplishments.
- (2) An overview of General Contractor's past experience and services provided, as well as technical resources and capacity to undertake a project of this magnitude.
- (3) A summary of experience working with the Respondent.

(b) General Contractor's Past Performance

- (1) The Respondents shall submit information for three (3) projects constructed by the General Contractor, completed and occupied within the past 10 years, and of similar size, scope and complexity to the New Facility. Submissions shall include a narrative summary for each project that identifies the project and addresses:
 - The General Contractor's role;
 - Evidence of how the project met high quality standards in construction and delivery;
 - The construction approach with salient features for each project and discuss how the construction met the project's overall goals;
 - The relevance of the submitted projects to the New Facility, including size, scope and complexity, context, sustainability, security and/or workplace design.

The narrative summary for each project shall be limited to three (3) pages or less.

This section of the submission should include tangible evidence such as certificates, awards, peer recognition, etc. demonstrating high quality.

- (2) For each past performance project, one (1) third-party reference shall submit a completed General Contractor's Past Performance Questionnaire in RFP Appendix H directly to the Contracting Officer with a copy to the Contract Specialist in advance of the deadline for proposals. Third-party references shall be project owners or owner's representatives. The relationship of each

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reference to the General Contractor shall be clearly articulated in the past performance questionnaire.

(c) General Contractor's Key Personnel

- (1) The Respondent shall identify, in list form, the proposed General Contractor's Key Personnel, which must include, at a minimum, a Project Executive, Senior Project Manager and Superintendent.
- (2) The Respondent shall submit resumes for each and only proposed General Contractor's Key Personnel. Resumes shall include information verifying the minimum requirements included in the Key Personnel definitions in Section C. Resumes shall demonstrate the extent to which the General Contractor's Key Personnel have the relevant qualifications and experience necessary to effectively deliver facilities of similar size, scope and complexity to the New Facility.
- (3) The Respondent shall include in this Tab a statement of affirmation from the General Contractor that the Project Executive has the ability to make legal commitments on behalf of the General Contractor and shall be responsible for coordinating all aspects of the General Contractor's Project Team.
- (4) The Respondent shall include in this Tab a statement of affirmation from the General Contractor that the Senior Project Manager will be responsible for:
 - The management through all phases of construction, resulting in a successful project completed and occupied within time and budgetary constraints; and
 - The project financials and provide regular updates on the project status and schedule.
- (5) The Respondent shall include in this Tab a statement of affirmation from the General Contractor that the Construction Superintendent will be responsible for the day-to-day management of the General Contractor's Project Team from award through final acceptance of the New Facility by the Government.
- (6) The Respondent shall include in this Tab a signed and notarized letter from the General Contractor granting the Respondent permission to include the firm in the proposal submission and confirming its commitment to this project if the Respondent is selected.
- (7) For each Key Person, two (2) third-party references shall each submit a completed General Contractor's Key Personnel Past Performance Questionnaire in RFP Appendix I directly to the Contracting Officer with a copy to the Contract Specialist in advance of the deadline for proposals.

(d) General Contractor's Past Performance and Key Personnel Matrix

The Respondent shall include in this Tab a completed copy of the General Contractor's Past Performance and Key Personnel Matrix in RFP Appendix D. The Respondent shall include in the matrix each of the General Contractor's three (3) past performance projects submitted in response to paragraph (b)(1) above.

F.3.3 Tab 3 – Subfactor 3: Design Qualifications and Past Performance

The Respondent shall include in its proposal three (3) distinct Lead Design Firms and one (1) Lead Designer from each firm that each has significant experience and capability designing projects of a similar size, scope and complexity to the New Facility. This Tab shall contain three (3) sub-tabs – one for each Lead Designer and his or her associated firm – consistent with the following submittal requirements. The following paragraphs (a) through (f) contain instructions for completing a single sub-tab; the Respondent shall repeat the instructions a total of three (3) times.

(a) Lead Design Firm’s Corporate Qualifications and Experience

The Respondent shall provide the following for the Lead Design Firm:

- (1) An introductory narrative briefly describing the Lead Design Firm and its location, firm background, organizational makeup, and noteworthy accomplishments.
- (2) An overview of Lead Design Firm’s past design experience.

(b) Lead Design Firm’s Past Performance

- (1) The Respondent shall submit information for three (3) projects designed by the Lead Design Firm, completed and occupied within the past ten (10) years, and of similar size, scope and complexity to the New Facility, as detailed in the Statement of Work. Submissions shall include a narrative summary for each project that identifies the project and addresses:
 - The Lead Design Firm’s role;
 - Evidence of how the project met high quality standards in design;
 - The design approach with salient features for each project, including project objectives and how the client's program, function , image, mission, economic, schedule, and operational objectives, security considerations and maintenance objectives were satisfied by the overall design/planning solution;
 - Any innovative design strategies
 - A review of the building's actual performance for any project that has been operational for a minimum of three (3) years;
 - The relevance of the submitted projects to the New Facility, including size, scope, complexity, context, sustainability, security, strategies used to achieve actual building performance, and/or workplace design.

The narrative summary for each project shall be limited to two (2) pages or less.

Up to three (3) 8x10-inch illustrations may be included for each project (up to three (3) photos will not count against the page limit).

This section of the submission should include tangible evidence such as certificates, awards, peer recognition, etc. demonstrating design excellence.

- (2) For each project, one (1) client reference contact for each project, including name, title, address, email, and phone/fax numbers.

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(c) Lead Designer's Profile

- (1) The Respondent shall identify the proposed Lead Designer.
- (2) The Respondent shall submit a resume or biographical sketch for the Lead Designer (maximum of three (3) pages). The resume or biographical sketch shall include information verifying the minimum requirements included in the Key Personnel definitions in Section C. The resume or biographical sketch shall demonstrate the extent to which the Lead Designer has the relevant qualifications and experience necessary to design facilities of similar size, scope and complexity to the New Facility.

The resume or biographical sketch shall include, at a minimum, education, professional experience and any recognition for design efforts inclusive of examples. For each project referenced in the resume or biographical sketch, the Lead Designer shall also identify and describe areas of responsibility for and commitment to the project.

- (3) The Respondent shall include in this sub-tab a signed and notarized letter from the Lead Designer granting the Respondent permission to include him or her in the proposal submission and confirming his or her commitment to this project if the Respondent is selected.

(d) Lead Designer's Design Philosophy and Design Intent Statement

The Respondent shall include in this sub-tab a statement from the Lead Designer of his or her overall design philosophy and design intent for the project. The design philosophy and design intent statement shall include:

- His or her approach to the challenge of public architecture;
- A strategy for achieving the project goals;
- Parameters that may apply in creating a New Facility in an urban neighborhood environment; and
- His or her commitment to integrated design and a sustainable design product.

The design philosophy and design intent statement is limited to a maximum of two (2) pages.

(e) Lead Designer's Past Performance (Portfolio)

- (1) The Lead Designer's portfolio documentation shall demonstrate design excellence, including excellence in the area of high performance green design. The Respondent shall submit information for three (3) projects designed by the Lead Designer, completed and occupied within the past 10 years, and of a similar size, scope and complexity to the New Facility, as detailed in the Statement of Work. The three (3) projects provided in this section may or may not be the same projects submitted in response to paragraph (b)(1) above. Submissions shall include a narrative summary for each project that identifies the project and addresses:

- The Lead Designer's role;
- Evidence of how the project met high quality standards in design;
- The design approach with salient features for each project, including project objectives and how the client's program, function, image, mission, economic, schedule, operational objectives, security considerations and maintenance objectives were satisfied by the overall design/planning solution;
- Any innovative design strategies;

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- A review of the building's actual performance for any project that has been operational for a minimum of three (3) years; and
- The relevance of the submitted projects to the New Facility, including size, scope, complexity, context, sustainability, security, strategies used to achieve actual building performance and/or workplace design.

The narrative summary for each project shall be limited to two (2) pages.

Up to three (3) 8x10-inch illustrations may be included for each project (up to three (3) photos will not count against the page limit).

This section of the submission should include tangible evidence such as certificates, awards, peer recognition, etc. demonstrating design excellence.

- (2) For each project, one (1) client reference contact for each project, including name, title, address, email, and phone/fax numbers.

(f) Lead Design Firm and Lead Designer's Past Performance Matrix

The Respondent shall include in this sub-tab a completed copy of the Lead Design Firm and Lead Designer's Past Performance Matrix in RFP Appendix E. The Respondent shall include in the matrix each of the Lead Design Firm's three (3) past performance projects submitted in response to paragraph (b) above and the Lead Designer's three (3) past performance projects submitted in response to paragraph (e) above. All six (6) columns of the matrix shall be filled out regardless of whether there is any duplication in the projects provided for the Lead Design Firm and Lead Designer.

F.4 Volume III – Non-Price Factor B: Technical Approach

F.4.1 Tab 1 – Subfactor 1: Site Plan and Massing Plan

- (a) The Respondent shall provide a preliminary conceptual site plan and a preliminary conceptual massing plan for a single New Facility Parcel. The site plan and massing plan shall, at a minimum, show the single proposed location and size of the New Facility Parcel in acreage on the Property and the location and the approximate New Facility footprint in square feet (including the parking structure) on the New Facility Parcel.

Note: site and massing plans for the Exchange Parcel shall not be provided.

The site plan included in the Proposal of the Exchange Partner will be incorporated into the Exchange Agreement as Exhibit B. It is understood that the site plan and massing plan will be preliminary in nature and will be refined during the design stage; the Government and Exchange Partner may mutually agree to alter the size and location of the New Facility Parcel during the design stage.

- (b) The Respondent shall provide a narrative describing the site plan and massing plan, including flexibility and feasibility of the single proposed location for the New Facility, any potential impact on existing Volpe Center operations, and associated mitigation plans.
- (c) The site plan, massing plan, and narrative shall be consistent with the remainder of the Respondent's technical approach.

F.4.2 Tab 2 – Subfactor 2: Project Management Plan

The Respondent shall provide a thorough project management plan for the development of the New Facility. At a minimum, the project management plan must address the following:

(a) Project Delivery Method

The Respondent shall submit a plan for delivering the project on time and within budget.

(b) Quality Control/Assurance during Design and Construction

The Respondent shall provide a plan for ensuring quality construction consistent with the Statement of Work requirements.

(c) Cost Control and Accounting

The Respondent shall provide a detailed explanation of internal cost accounting systems and how the Respondent will meet the cost control and “open book accounting” accounting requirements specified in the Statement of Work, as well as the cost principles and procedures of FAR Part 31.

(d) Design and Construction Philosophy and Approach

The Respondent shall describe their philosophy and approach as it relates specifically to the integrated design and construction of the New Facility.

(e) Risk Management Plan

(1) The Respondent shall provide a Risk Register identifying potential project risks.

(2) A Risk Management Plan shall be provided addressing those risks identified in the Risk Register.

(f) Sustainability Plan

The Respondent shall provide plans for meeting and/or exceeding the Government’s sustainability requirements for the New Facility as outlined in the Statement of Work and the benefits these elements will provide.

(g) Communication Plan

The Respondent shall provide a communication plan specific to development of the New Facility. The communication plan shall identify target stakeholders, including federal government, local government and community organizations and neighbors, and means of communication as well as key messages.

(h) Plan for Managing Contractors and Sub-Contractors

The Respondent shall provide a plan for managing its contractors and sub-contractors, including consultants, specific to the New Facility, explaining how control will remain with the Respondent and how any issues arising from contractors and/or sub-contractors will be identified early and addressed.

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(i) Project Team and Organization

- (1) The Respondent shall provide a detailed organizational chart for the Respondent Team. The organizational chart shall clearly demonstrate the Respondent's relationship to the Government and the following entities and individuals:
 - The Respondent's Key Personnel;
 - The Financial Partner(s);
 - The General Contractor;
 - The (to be selected) Lead Designer; and
 - Any advisors or other consultants included in the Respondent Team.
- (2) The Respondent shall provide a narrative of the project team organization. The narrative shall clearly delineate roles and responsibilities within the project team organization and describe how the different entities that comprise the proposed project team organization will collaborate and ensure the successful Delivery of the New Facility.

(j) Project Schedule

- (1) The Respondent shall provide a list of key project milestones and planned completion dates consistent with their proposed design and construction approach. For purposes of developing proposals, Respondents should assume the Exchange Agreement will be executed on December 30, 2016. At a minimum, key milestones to be included in the schedule are as follows (see RFP Appendix A for definitions of these terms):
 - Start of Design (within twenty-one (21) calendar days of the Effective Date of the Exchange Agreement);
 - Design Peer Reviews as noted in the Statement of Work;
 - Approx. 60% Design Documents Completion;
 - Construction Start (within fifteen (15) calendar days of receipt of any Notice To Proceed – Construction);
 - 100% Construction Documents Completion;
 - Substantial Completion of Work;
 - Relocation Services Start Date;
 - Final Completion of Work; and
 - Closing Date.

Note: This list of milestones is not necessarily listed in chronological order.

- (2) The list of milestones shall be supported by a project schedule (in Gantt format reflecting interdependencies) that includes detailed milestones and a critical path for Delivery of the New Facility.

F.4.3 Tab 3 – Subfactor 3: Estimated Costs for Design Phase Services and Delivery of New Facility

- (a) The Respondent shall demonstrate its understanding of the requirements in the Draft Exchange Agreement and Statement of Work (including the Program of Requirements) by submitting a completed RFP Appendix J and its Cost Estimating Workbook (separately attached as an Excel spreadsheet). Supplemental back-up information shall be provided where required in the instructions

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below and may be provided elsewhere. The detail of the estimate shall be completed to Uniformat Level 3 as defined in the PBS P-120 Project Estimating Requirements and shown in the Cost Estimating Workbook.

The Respondent shall divide all costs, in whole or in part, between Design Phase Services (Line 1 of RFP Appendix J) and the Delivery of the New Facility (Lines 2a through 2f of RFP Appendix J) and shall be subject to complying with the cost principles and procedures of FAR Part 31. Definitions and further explanation of Design Phase Services and the Delivery of the New Facility are located in the Exchange Agreement, Article I: Definitions and Exhibit E: Determinations of the Cost of the New Facility.

(1) Estimated firm-fixed-price (FFP) for Design Phase Services (Line 1 of RFP Appendix J):

The Respondent shall include the estimated architect-engineer fees for the design phase and the construction phase on Lines Q and U (respectively) of the Estimated Total Project Cost (ETPC) worksheet in the Cost Estimating Workbook.

- The Respondent may use and include the GSA 2630/2631 Architect-Engineer Cost Estimate forms (separately attached as an Excel spreadsheet) to help calculate and support the estimates entered in Lines Q and U of the ETPC worksheet.

Note: Submission of the GSA 2630/2631 will be required for negotiation of the firm-fixed-price for Design Phase Services following the joint Design Team selection by the Government and selected Respondent (See RFP Appendix M).

The Respondent shall add Lines Q and U of the ETPC worksheet and enter the total as the estimated firm-fixed-price for Design Phase Service.

(2) Initial Target Cost (Line 2a of RFP Appendix J): The Respondent shall complete and submit the Cost Estimating Workbook for the ETPC for the Delivery of the New Facility. The ETPC shall include any and all costs the Exchange Partner and its team will incur during the entire period of the Delivery of the New Facility as outlined in the Statement of Work.

- An optional allowance for the procurement and installation of furniture and equipment as required by the Statement of Work (including the Program of Requirements) will be carried in the estimate and will be included under E20 Furnishings indicated in the workbook. These allowances have been entered into the Cost Estimating Workbook as totals without markups. These allowances will be subject to Respondent's proposed markups as noted in the Cost Estimating Workbook.
- An optional allowance for Relocation Services required by the Statement of Work has been entered into the Cost Estimating Workbook and is not subject to Respondent markups.
- An optional allowance for Art-in-Architecture required by the Statement of Work has been entered into the Cost Estimating Workbook and is not subject to Respondent markups.
- The Construction Contingency will not be included as part of the ECC (Estimated Construction Cost) as it is carried separately on Line 2c. This item on the Cost Estimating Workbook has been set to zero in order to reflect this.

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- The workbook includes space to include many of the general types of fees that would be incurred on this project. However, any fees or costs that the Respondent and its team do not feel are covered may be added to the Cost Estimating Workbook.
 - The Respondent shall provide additional backup to the workbook for all markups and any additional fees. Examples of markups requiring backup include Escalation, General Conditions, General Contractor's Profit, Bond, etc.

The Respondent shall subtract the Design Phase Services (Line 1 of RFP Appendix J or equivalently the sum of Lines Q and U of the ETPC worksheet) from the ETPC (Line A3 of the ETPC worksheet) and enter the difference as the Initial Target Cost.

- (3) **Contingency Allowance percentage (Line 2b of RFP Appendix J):** The Contingency Allowance percentage is stipulated by the Government to be 5%.
- (4) **Estimated Contingency Allowance (Line 2c of RFP Appendix J):** The stipulated 5% Contingency Allowance percentage shall be applied to the Initial Target Cost (Line 2a) to calculate the estimated Contingency Allowance.
- (5) **Proposed Target Fee Percentage (Line 2d of RFP Appendix J):** The Respondent shall propose a Target Fee Percentage. The Respondent shall provide backup information clearly supporting how this fee was derived and what elements are included in this fee.
- (6) **Estimated Fee (Line 2e of RFP Appendix J):** The proposed Target Fee Percentage shall be applied to the Initial Target Cost (Line 2a) to calculate the estimated Fee.
- (7) **Estimated maximum price for the Delivery of the New Facility (Line 2f of RFP Appendix J):** The estimated maximum price for the Delivery of the New Facility (Line 2f) shall be calculated as the sum of the Initial Target Cost (Line 2a), the estimated Contingency Allowance (Line 2c) and the estimated Fee (Line 2e).
- (8) **Estimated maximum total price of the Design Phase Services and the Delivery of the New Facility (Line 3 of RFP Appendix J):** The estimated maximum total price of the Design Phase Services and the Delivery of the New Facility shall be calculated as the sum of the firm-fixed-price for the Design Phase Services (Line 1) plus the estimated maximum price for the Delivery of the New Facility (Line 2f).

At no point in the Exchange Agreement shall the maximum total price of the Design Phase Services and the Delivery of the New Facility be allowed to exceed the Proposed Gross Offer.

- (b) The Respondent shall provide a certification that its pricing, in terms of allowability and allocability, will be in accordance with FAR Part 31.

F.5 Volume IV – Non-Price Factor C: Financial Qualifications Plan

F.5.1 Tab 1 – Subfactor 1: Financial Qualifications

The Respondent shall include in its proposal one or more Financial Partner(s) which must include, at a minimum, the Financial Partner identified in the Respondent's Phase I RFQ submission. A Financial Partner may be the same entity as the Respondent or one or more separate entities.

The Respondent shall submit the following:

- (a) An introduction briefly describing the Financial Partner(s), location of Financial Partner(s), organizational makeup, and noteworthy accomplishments.
- (b) Documentation evidencing 110% of the Proposed Gross Offer provided by the Respondent in Volume V in liquid assets not committed to other projects and/or an in-place fund or credit facility that is currently available to pay for the Proposed Gross Offer. These available liquid assets shall be evidenced by audited financial statements, confirmation of credit facilities from lenders, or other documentation acceptable to the Government at its sole discretion. Evidence must be provided in the form of loan documents, bank statements, or other verifiable third-party information. Commitment letters or other expressions of interest from lenders or equity providers not intended to be a part of the Respondent Team will not satisfy this requirement. In addition:
 - If the use of an equity fund is contemplated, the Respondent must provide evidence that the New Facility meets the fund's investment criteria.
 - If the use of a credit facility is contemplated, third-party documentation indicating the terms and use of the credit facility must be provided.
- (c) If the Respondent and Financial Partner(s) are different firms:
 - (1) The Respondent shall provide legally sufficient documentation of any agreements between the entities (these documents are excluded from the page count); and
 - (2) The Respondent shall provide a description of the Financial Partner's experience working with the Respondent on completed and occupied projects within the past ten (10) years, a brief description of each project, and the Financial Partner and the Respondent's roles in each one.

F.5.2 Tab 2 – Subfactor 2: Project Financing Plan

The Respondent shall submit a Project Financing Plan explaining how the Respondent and its Financial Partner(s) propose to finance the Design Phase Services and Delivery of the New Facility and the Value Equalization Amount (for a sum of the Proposed Gross Offer). Per the Exchange Agreement, the Government will not convey its right, title and interest in and to the Exchange Parcel to the Exchange Partner until completion of the Exchange Partner's obligations set forth in the Exchange Agreement. The Project Financing Plan shall specify:

- (a) The sources of capital and amounts available for use in developing the New Facility.
- (b) The sources of capital and amounts available for the Value Equalization Amount.

F.5.3 Tab 3 – Subfactor 3: Guaranty of Exchange Agreement Obligations

The Government will require a guaranty for the Exchange Partner's obligations under the Exchange Agreement.

- (a) The Respondent shall demonstrate a guaranty of performance from either the Respondent or an entity of sufficient financial wherewithal to cover the obligations of the Exchange Agreement in entirety ("Guarantor"). The Respondent shall describe how the Guarantor is financially and organizationally qualified to guaranty the obligations of the Exchange Partner. The Guarantor of the Exchange Partner will be required to execute the Guaranty attached as Exhibit H to the Exchange Agreement at the execution of the Exchange Agreement.

If the Guarantor is not one of the Financial Partners for whom financial wherewithal was demonstrated in Tab 1 of this Volume, then the Respondent shall provide evidence of the identified Guarantor's sufficient financial wherewithal and qualifications to fulfill the obligations of the Guaranty as attached in RFP Appendix A, Exhibit H: Guaranty.

- (b) In addition to the Guaranty, Respondents may propose any additional assurances to the Government and demonstrate how the additional assurance(s) would work with the Guaranty to lower the associated risk to the Government.

F.6 Volume V – Price Factor: Proposed Gross Offer

Respondents shall complete the 1-page Proposed Gross Offer Form in RFP Appendix K. The Proposed Gross Offer provided shall be the total price of the Exchange Parcel in U.S. dollars to be received by the Government. For purposes of the transaction, a portion of the Proposed Gross Offer will be provided in the form of Design Phase Services and Delivery of the New Facility and any remaining amount will constitute the Value Equalization Amount to be paid to the Government by the Exchange Partner.

SECTION G: METHOD OF AWARD

G.1 Basis of Award

(a) Award will be made to Respondent whose offer, conforming to the RFP, represents the best-value to the Government. Proposals will be evaluated on the following factors and subfactors:

- Non-Price Factor A: Development, Construction and Design Qualifications
 - Subfactor 1: Development Qualifications and Past Performance
 - Subfactor 2: Construction Qualifications and Past Performance
 - Subfactor 3: Design Qualifications and Past Performance
- Non-Price Factor B: Technical Approach
 - Subfactor 1: Site Plan and Massing Plan
 - Subfactor 2: Project Management Plan
 - Subfactor 3: Estimated Costs for Design Phase Services and Delivery of the New Facility
- Non-Price Factor C: Financial Qualifications and Plan
 - Subfactor 1: Financial Qualifications
 - Subfactor 2: Project Financing Plan
 - Subfactor 3: Guaranty of Exchange Agreement Obligations
- Price Factor: Proposed Gross Offer
 - Total Evaluated Price
 - Risk

(b) All Non-Price Factors, when combined, are approximately equal in importance to the Price Factor. Respondents are cautioned that the award may not necessarily be made to the highest Proposed Gross Offer.

Non-Price Factor A is greater in importance than Non-Price Factor B. Non-Price Factor A is greater in importance than Non-Price Factor C. Non-Price Factor B is approximately equal in importance to Non-Price Factor C.

Within each Non-Price Factor, all Subfactors are approximately equal in importance.

- (c) The Government intends to evaluate proposals and select the Exchange Partner without discussions with Respondents. Therefore, the Respondent's initial proposal should contain the Respondent's best terms from a price and technical standpoint. However, the Government reserves the right in its sole discretion to hold discussions with, to obtain information from, to request proposal revisions and/or presentations from, and to conduct negotiations with any or all Respondents that the Government deems appropriate.
- (d) No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility. In order to be considered responsible, a Respondent must demonstrate that it meets the requirements of FAR 9.104-1. The Contracting Officer's determination of a Respondent's responsibility or nonresponsibility may be based upon any information obtained by the Contracting Officer, and is independent of the evaluation of offers set forth herein.

G.2 Evaluation of Proposals

G.2.1 Relevancy of Projects to the Size, Scope and Complexity of the New Facility

Factors of relevancy to the size, scope and complexity of the New Facility, as detailed by the Statement of Work, to be considered by the Government when evaluating any referenced or submitted past projects by the Respondent or Respondent Team include, but are not limited, to the following:

- Development of a new facility of approximately 390,000 GSF, with offices and workspaces reflecting current workplace strategies and unique programmatic elements such as laboratories, cafeteria, auditorium, public spaces;
- New construction in an urban context;
- Design-Build or turn-key projects;
- Fixed-price incentive construction contracts; and
- LEED Gold certification or the use of High Performance Green Building strategies.

G.2.2 Information from Other Sources

When performing evaluations, the Government may consider information provided by the references in the past performance questionnaires as well as other relevant information from other sources.

G.2.3 Omitted or Insufficient Information

Proposals that do not provide the specified information in the required location in accordance with the proposal submission instructions contained in Section F may receive lower ratings or may be rejected completely. Proposals that are generic, vague, or lacking in detail may result in lower ratings. Material omissions may cause the proposal to be rejected as unacceptable.

G.2.4 Evaluation of Joint Venture Respondents

In the evaluation of responsibility and Non-Price Factors, information submitted for a party to the joint venture will only be evaluated to the extent that the terms of the joint venture agreement do not limit such party's performance or financial obligations as a party to the Exchange Agreement contemplated by this RFP.

G.3 Non-Price Factor A: Development Construction, and Design Qualifications

G.3.1 Subfactor 1: Developer Qualifications, Experience, and Past Performance

(a) Respondent's Corporate Qualifications and Experience Developing Real Estate

- (1) The Government will evaluate the corporate real estate development qualifications and experience of the Respondent in terms of its background, past development experience, technical resources, capability and capacity to successfully develop and deliver the New Facility in accordance with Exchange Agreement and Statement of Work requirements.
- (2) The Government will evaluate the Respondent's experience working with municipalities and communities on real estate related projects as a predictor of its ability to successfully develop and

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deliver the New Facility in accordance with Exchange Agreement and Statement of Work requirements.

(b) Respondent's Past Performance Developing Real Estate

Based on the information submitted, the Government will evaluate the Respondent's past performance and track record of successful project execution of projects of a similar size, scope and complexity to the New Facility as a predictor of the likelihood of compliance and success with the Exchange Agreement and Statement of Work requirements and overall quality of performance.

(c) Respondent's Key Personnel

The Government will evaluate the qualifications, experience, and past performance of the Respondent's Key Personnel required by the RFP in terms of their ability to meet and exceed minimum qualifications and their ability to effectively perform the required work.

G.3.2 Subfactor 2: Constructor Qualifications, Experience, and Past Performance

(a) General Contractor's Corporate Qualifications and Experience

- (1) The Government will evaluate the corporate qualifications and experience of the General Constructor in terms of its background, past construction experience, technical resources, capability and capacity to successfully construct the New Facility in accordance with the Exchange Agreement and Statement of Work requirements.
- (2) The Government will evaluate the General Constructor's experience working with the Respondent on construction projects as a predictor of its ability to successfully work together to construct the New Facility in accordance with the Exchange Agreement and Statement of Work requirements.

(b) General Contractor's Past Performance

Based on the information submitted, the Government will evaluate the General Constructor's past performance and track record of successful project execution of projects of a similar size, scope and complexity to the New Facility as a predictor of the likelihood of compliance and success with Exchange Agreement and Statement of Work requirements and overall quality of performance.

(c) General Contractor's Key Personnel

The Government will evaluate the qualifications, experience, and past performance of the General Contractor's Key Personnel required by the RFP in terms of their ability to meet and exceed minimum qualifications and their ability to effectively perform the required work.

G.3.3 Subfactor 3: Design Qualifications, Experience, and Past Performance

The Government will evaluate the three (3) Lead Design Firms and associated Lead Designers included in the Respondent's proposal and then assign a collective rating for Subfactor 3: Design Qualifications, Experience, and Past Performance. Each sub-tab in Volume II, Tab 3 will be evaluated based on the following:

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(a) Lead Design Firm's Corporate Qualifications and Experience

The Government will evaluate the corporate qualifications the Lead Design Firm provided in terms of background, noteworthy accomplishments, and past design experience, to successfully design the New Facility in accordance with the Exchange Agreement and Statement of Work requirements.

(b) Lead Design Firm's Past Performance

Based on the information submitted, the Government will evaluate the Lead Design Firm's past performance and track record of delivering successful project designs of a similar size, scope and complexity to the New Facility as a predictor of the likelihood of compliance and success with the Exchange Agreement and Statement of Work requirements and overall quality of performance.

(c) Lead Designer's Profile

The Government will evaluate the qualifications of the Lead Designer in terms of his or her ability to meet and exceed minimum qualifications and his or her ability to effectively perform the required work. Lead Designers whose profiles display a breadth and depth of both education and work experience as a Lead Designer will be rated more favorably. In addition, Lead Designers whose profiles demonstrate a history of creativity, innovation and dedication to clients with complex building projects will be rated more favorably.

(d) Lead Designer's Philosophy and Design Intent Statement

The Government will evaluate the statement from the Lead Designer for clarity and consistency with overall project objectives. The statement shall demonstrate an understanding of the project and contain a thoughtful approach to the overall project design process for the New Facility. Statements that are specific to the New Facility and reflect a flexible and imaginative attitude toward design within the unique and specific constraints of this project will be rated more favorably.

(e) Lead Designer's Past Performance (Portfolio)

Based on the information submitted, the Government will evaluate the Lead Designer's past performance and track record of delivering successful project designs of a similar size, scope and complexity to the New Facility as a predictor of the likelihood of compliance and success with the Exchange Agreement and Statement of Work requirements and overall quality of performance.

G.4 Non-Price Factor B: Technical Approach

G.4.1 Subfactor 1: Site Plan and Massing Plan

The Government will evaluate the Respondent's site plan and massing plan for the New Facility to assess consistency with the Exchange Agreement and Statement of Work requirements. The site plan and massing plan will be evaluated to ensure consistency with the remainder of the Respondent's technical approach. The flexibility and feasibility of the Respondent's single proposed location for the New Facility, its impact on ongoing Volpe Center operations, and related mitigation plans will be evaluated for feasibility and risk to the Government. **Note: The Government does not have a preferred location on the Property for the New Facility Parcel.**

G.4.2 Subfactor 2: Project Management Plan

The Government will evaluate the Respondent's project management plan as an indicator of the Respondent's understanding of the overall requirements of the Exchange Agreement and Statement of Work, including design and construction of the New Facility, and its ability to successfully manage all facets of the requirement, including "open book accounting." The Government will evaluate proposals for:

- (a) A sound project delivery approach for the New Facility that stresses delivery on time and within budget.
- (b) A detailed quality control plan that ensures quality construction consistent with Statement of Work.
- (c) A proven internal cost control and accounting system in accordance with the Statement of Work that will ensure accountability and documentation of all costs.
- (d) A design and construction philosophy consistent with the goals of this project.
- (e) A comprehensive risk management plan the details the Respondent's proposed risk mitigation strategies and management approach to minimize all risk to the Government. Respondents will be judged based on their ability to identify real risks to the Government inherent in a project of this size, scope and complexity and then provide feasible risk management and mitigation strategies.
- (f) A realistic sustainability plan that meets or exceeds the Government's sustainability requirements for the New Facility.
- (g) A comprehensive communications plan specific to the New Facility that includes all required parties and ensures complete access to information, as required.
- (h) A well-organized subcontractor management plan and a thorough safety plan.
- (i) A complete project team and organizational plan that provides a clear delineation of roles and responsibilities within the project team organization. The project's organizational chart shall include all of the required parties to ensure the successful completion of the New Facility.
- (j) A project schedule that is realistic and consistent with the site plan and massing plans. Lack of detail or ability to substantiate the project schedule may cause the proposal to receive lower ratings. Project timelines and phasing plans shall include detailed milestones and demonstrate a critical path for Delivery of the New Facility.

G.4.3 Subfactor 3: Estimated Costs for Design Phase Services and Delivery of the New Facility

The estimated cost for the Design Phase Services and Delivery of the New Facility and any supplemental information submitted in accordance with RFP Appendix J will be independently reviewed and evaluated to determine whether cost elements of each Respondent's estimate are realistic for the work to be performed; reflect a clear understanding of the requirements in the Exchange Agreement and Statement of Work; and are consistent with the site plan, massing plan, and project management plan described in the Respondent's proposal.

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- (a) These costs will be compared to an Independent Government Estimate (IGE) that was developed in accordance with the PBS P-120 Project Estimating Requirements. The IGE will be generated using the same requirements for the Respondents as outlined in Appendix J.
- (b) This comparison will also assess a Respondent's ability to submit a fair and reasonable price and assess the risk inherent in a Respondent's proposal. Accordingly, Respondents are advised that a business decision to submit a high or low estimate will be considered as reflecting on their understanding and/or indicating the risk associated with their proposals.

G.5 Non-Price Factor C: Financial Qualifications and Plan

G.5.1 Sub-Factor 1: Financial Qualifications

- (a) The Government will evaluate whether the Respondent has provided sufficient evidence and documentation, as required by the RFP, to establish that the Respondent and its Financial Partner(s) have the financial wherewithal and current financial capacity to successfully execute a project of this size, scope and complexity.
- (b) If the Respondent and Financial Partner(s) are different firms, the Government will evaluate whether the Respondent has provided the legally sufficient agreements and Financial Partner's experience working with the Respondent on completed and occupied projects as a predictor of its ability to successfully construct the New Facility in accordance with Exchange Agreement and Statement of Work requirements.

G.5.2 Subfactor 2: Project Financing Plan

The Government will evaluate the Respondent's proposed plan to finance the New Facility and the Value Equalization Amount to determine its feasibility and risk.

In addition, sources used in the financing plan that are not identified in Volume IV, Tab 1 of the Respondent's proposal may be deemed higher risk and receive a less favorable rating.

G.5.3 Subfactor 3: Guaranty of Exchange Agreement Obligations

The Government will evaluate the financial strength and organizational qualifications of the Guarantor, any additional assurances that the Respondent may choose to offer the Government in connection with the project, and any associated risk to the Government.

G.6 Price Factor: Proposed Gross Offer

- (a) The total evaluated price will be evaluated as the Proposed Gross Offer submitted on the Proposed Gross Offer Form in RFP Appendix K.
- (b) The Proposed Gross Offer will be compared to the estimated maximum total price of the Design Phase Services and the Delivery of the New Facility (Line 3 of RFP Appendix J). The difference between these two figures will be assessed for risk to ensure that the maximum total price of the Design Phase Services and the Delivery of the New Facility will never exceed the Proposed Gross Offer. The Government will evaluate this risk with the optional allowances for procurement and installation of furniture and equipment, Relocation Services, and Art-in-Architecture included in the

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Initial Target Cost, and therefore included in the estimated maximum total price of the Design Phase Services and the Delivery of the New Facility.

APPENDIX A: DRAFT EXCHANGE AGREEMENT AND EXHIBITS

[See separate file attached.]

APPENDIX B: FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS
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Note: For purposes of this Appendix, the term Offeror equates to Respondent.

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have () have not (), within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) *Principal*, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
 - (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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APPENDIX C: RESPONDENT'S PAST PERFORMANCE AND KEY PERSONNEL MATRIX

Projects listed in this matrix shall include those projects listed as past performance examples for the Respondent in response to RFP Section F.3.1(b). The projects listed shall be of a similar size, scope and complexity to the New Facility. This matrix shall be included in Volume II, Tab 1 and shall not exceed two (2) pages.

Respondent's Past Performance and Key Personnel Matrix			
Project Number	1	2	3
GENERAL PROJECT INFORMATION			
Project Name			
Location (City, State)			
Square Feet			
Building Type (e.g. office, residential, etc.)			
Role of Respondent			
Project Start Date			
Project Completion Date			
Major Tenant / Client			
Type of Construction (New, renovation, etc.)			
Project Delivery Approach (Design-Build, Design-Bid-Build)			
Project Awards and Publications			
LEED Certification Level			
Reference / Author of Past Performance Questionnaire			
PROJECT COST INFORMATION			
Construction Contract Type (GMP, Fixed Price Incentive, etc.)			
Construction Contract Award Amount			
Final Contract Amount			
Total Development Cost			
ROLES OF RESPONDENT'S KEY PERSONNEL & TEAM MEMBERS			
Role of Respondent's Principal-in-Charge			
Role of Respondent's Senior Project Manager			
Role of General Contractor (if any)			
Role of Lead Designer A (if any)			
Role of Lead Designer B (if any)			
Role of Lead Designer C (if any)			
FOR GOVERNMENT USE ONLY: DATE PAST PERFORMANCE QUESTIONNAIRE RECEIVED FOR PROJECT			

Note: Any additional project comments should be contained in the narrative summaries for each project.

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APPENDIX D: GENERAL CONTRACTOR'S PAST PERFORMANCE AND KEY PERSONNEL MATRIX

Projects listed in this matrix shall include those projects listed as past performance examples for the General Contractor in response to RFP Section F.3.2(b). The projects listed should be of a similar size, scope and complexity to the New Facility. This matrix should be included in Volume II, Tab 2 and shall not exceed two (2) pages.

General Contractor's Past Performance and Key Personnel Matrix			
Project Number	1	2	3
GENERAL PROJECT INFORMATION			
Project Name			
Location (City, State)			
Square Feet			
Building Type (e.g. office, residential, etc.)			
Role of General Contractor			
Project Start Date			
Project Completion Date			
Client/Customer			
Type of Construction (New, renovation, etc.)			
Project Delivery Approach (Design-Build, Design-Bid-Build)			
Project Awards and Publications			
LEED Certification Level			
Reference / Author of Past Performance Questionnaire			
CONSTRUCTION CONTRACT AND COST INFORMATION			
Contract Type (GMP, Fixed Price Incentive, etc.)			
Construction Contract Award Amount			
Final Contract Amount			
ROLES OF GENERAL CONTRACTOR'S KEY PERSONNEL & RESPONDENT'S TEAM MEMBERS			
Role of General Contractor's Project Executive			
Role of General Contractor's Senior Project Manager			
Role of General Contractor's Superintendent			
Role of Respondent (if any)			
Role of Respondent's Lead Designer A (if any)			
Role of Respondent's Lead Designer B (if any)			
Role of Respondent's Lead Designer C (if any)			
FOR GOVERNMENT USE ONLY: DATE PAST PERFORMANCE QUESTIONNAIRE RECEIVED FOR PROJECT			

Note: Any additional project comments should be contained in the narrative summaries for each project.

APPENDIX E: LEAD DESIGN FIRM AND LEAD DESIGNER’S PAST PERFORMANCE MATRIX

This matrix should be completed three (3) times – once for each Lead Designer in the proposal and his or her associated firm. Projects listed in this matrix shall include those projects listed as past performance examples for the Lead Design Firm and Lead Designer in response to RFP Section F.3.3(b) and RFP Section F.3.3(e), respectively. The projects listed for the Lead Design Firm may or may not be the same projects as those listed for the Lead Designer. All six (6) columns of the matrix shall be filled out regardless of whether there is any duplication in the projects provided for the Lead Design Firm and Lead Designer. The projects listed shall be of a similar size, scope and complexity to the New Facility. Each of the three (3) versions of this matrix shall be included in the appropriate Lead Designer sub-tab in Volume II, Tab 3 and shall not exceed two (2) pages.

Lead Design Firm and Lead Designer’s Past Performance Matrix						
Lead Designer Name						
Project Number	1 [Firm Project]	2 [Firm Project]	3 [Firm Project]	4 [Lead Designer Project]	5 [Lead Designer Project]	6 [Lead Designer Project]
GENERAL PROJECT INFORMATION						
Project Name						
Location (City, State)						
Square Feet						
Building Type (e.g., office, residential, etc.)						
Role of Lead Design Firm						
Project Start Date						
Project Completion Date						
Client/Customer						
Type of Construction (New, renovation, etc.)						
Project Delivery Approach (Design-Build, Design-Bid-Build)						
Project Awards and Publications						
LEED Certification Level						
Reference Name, Title, Organization & Contact Information						
CONSTRUCTION CONTRACT AND COST INFORMATION						
Contract Type (GMP, Fixed Price Incentive, etc.)						
Construction Contract Award Amount						
Final Contract Amount						
ROLES OF LEAD DESIGNER’S KEY PERSONNEL & RESPONDENT’S TEAM MEMBERS						
Role of Lead Designer						
Role of Respondent (if any)						
Role of Respondent’s General Contractor (if any)						

Note: Any additional project comments should be contained in the narrative summaries for each project.

**APPENDIX F: RESPONDENT'S PAST PERFORMANCE
QUESTIONNAIRE**

[See following pages.]

VOLPE EXCHANGE AGREEMENT RFP
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RESPONDENT'S PAST PERFORMANCE QUESTIONNAIRE

ATTENTION RESPONDENTS:

The questionnaire in this Appendix shall be forwarded by your firm to the references you have selected for the past performance projects identified in response to RFP Section F.3.1(b). This questionnaire should be accompanied by a letter to the following effect, authorizing the reference to provide past performance information to the Government. Below is a sample letter.

Sample Letter:

Dear Evaluator:

The U.S. General Services Administration (the "Government") in consultation with the U.S. Department of Transportation has issued a Request for Proposals for the John A. Volpe National Transportation Systems Center ("Volpe Center") project in Cambridge, Massachusetts.

The Government is placing emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and participate in the evaluation process. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified you as a past performance reference within our proposal as someone who would be willing to provide information to the Government regarding our firm's past performance and your satisfaction with that performance.

Please complete the following questionnaire to the best of your knowledge. Your comments will be considered source selection sensitive and thus kept confidential. In order to maintain the integrity of the source selection process, we respectfully request that you do not discuss this questionnaire with any other companies or individuals.

This form must be completed and submitted via email to the Contracting Officer (James Adamo, james.adamo@gsa.gov) with a copy to the Contract Specialist (Mark Rinaldi, mark.rinaldi@gsa.gov) by **3:00 PM Eastern Time, Thursday, September 8, 2016.**

Sincerely,

Name
Title
Firm

VOLPE EXCHANGE AGREEMENT RFP
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INSTRUCTIONS PAGE

Please complete the following questionnaire for the firm and project referenced on the following Respondent's Past Performance Project Information Page. Your complete response to this evaluation is critical, as it will be utilized by the Government for the selection of a firm for the proposed Volpe Center project in Cambridge, MA. The Government may contact you concerning responses in this questionnaire. If you have any questions and/or concerns, you may contact James Adamo at 617-565-8619 or Mark Rinaldi at 617-565-5028.

Please indicate, based on the adjectives (letter designation below), the Respondent's performance on the identified contract/project. Assessments should reflect only that performance for which the Respondent is liable. The following is a definition of the rating levels:

E (Exceptional)	Performance meets contractual requirements and exceeds many requirements that benefit the end user. The contractual performance of the element being assessed was accomplished with few, if any, minor problems for which corrective actions taken by the Respondent were highly effective.
V (Very Good)	Performance meets contractual requirements and exceeds some requirements that benefit the end user. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Respondent were effective.
S (Satisfactory)	Performance meets contractual requirements. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Respondent were satisfactory.
M (Marginal)	Performance does not meet some contractual requirements. The contractual performance of the element being assessed experienced serious problem(s) for which the Respondent has either not yet identified corrective actions or the corrective actions taken appear only marginally effective.
U (Unacceptable)	Performance does not meet most contractual requirements. The contractual performance of the element being assessed experienced serious problem(s) for which the Respondent's corrective actions were ineffective.
N/A (Not Applicable)	Self-explanatory.

Please mark the box under the letter corresponding to your rating, or mark the box under "N/A" if you are unable to provide a rating for an area. Spaces for narrative remarks, if necessary, are provided after each area. If more space is required, attach additional sheets.

Upon completion of the evaluation, please verify that each page of this evaluation has been accurately and completely filled out and that the last page of this questionnaire contains your signature. This past performance questionnaire shall then be sent electronically to the Contracting Officer (James Adamo, james.adamo@gsa.gov) with a copy to the Contract Specialist (Mark Rinaldi, mark.rinaldi@gsa.gov).

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RESPONDENT'S PAST PERFORMANCE PROJECT INFORMATION PAGE

[Note: Respondent may complete this page on behalf of reference]

1. Respondent Name:

(Note: If past performance questionnaire is in reference to a member of the Respondent entity, please note this along with Respondent name.)

2. Project Title/Contract Number:

3. Description of the contract/project effort (please include project, level of complexity, product type/project type and any additional relevant contract/project information):

4. Period of performance:

a. Original schedule:

--

b. Actual schedule:

--

c. Number of times it was changed and primary causes of changes (if applicable):

--

5. Contract dollar value:

a. Original project dollar value at time of selection/closing:

--

b. Actual value at time of completion:

--

c. Number of times it was changed and primary causes of changes (if applicable):

--

6. Specific role of the subject firm in the project:

7. Relationship of reference (at the time of the identified project) to the Respondent:

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RESPONDENT'S PAST PERFORMANCE EVALUATION PAGE

Rating Scale: **E = Exceptional** **V = Very Good** **S = Satisfactory**
 M = Marginal **U = Unacceptable** **N/A = Not Applicable**

QUALITY: Rate the overall quality of:	E	V	S	M	U	N/A
1. The project						
2. Key personnel qualifications to perform the project						
3. Quality control of the project design and construction						
4. Procedures which ensured that the level of quality remained constant throughout the life of the project						

Comments:

TIMELINESS: Rate how well the project met the following requirements:	E	V	S	M	U	N/A
5. Project completion date						
6. Project schedule and critical milestones						
7. Providing a process for timely responses to requests						

Comments:

BUSINESS RELATIONSHIPS: Rate the quality of interaction with the Respondent's team members. There was:	E	V	S	M	U	N/A
8. Cooperation in solving problems						
9. A good relationship with technical and contracting office personnel						
10. A good relationship with subcontractors						
11. Innovation in problem solving						
12. Compliance with the terms of the contract						
13. Proper coordination of project responsibilities and schedules						
14. Respectful attitude and conduct towards project/client missions/goals						

Comments:

CUSTOMER SATISFACTION: Rate:	E	V	S	M	U	N/A
15. How well the Respondent ensured that the end user was satisfied with the services performed						
16. The quality of the working relationship with the client (the tenant and/or owner)						
17. The professionalism and integrity with which the Respondent conducted business						
18. The Respondent's responsiveness to the client's needs and expectations						
19. The level of communication initiated by the Respondent						
20. How well completed project achieved initial mission						

Comments:

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MANAGEMENT: Rate how well the Respondent provided:	E	V	S	M	U	N/A
21. An adequate and complete management plan						
22. A specific management team dedicated to this project						
23. A consistent on-site management/project team throughout the duration of the project						
24. Indications that the project team had experience in project management						
25. A process, or metrics, for the evaluation of their own overall management performance						

Comments:

Please respond “YES,” “NO,” or “N/A,” as appropriate, for each of the following questions.

GENERAL INFORMATION	YES	NO	N/A
Has this Respondent demonstrated capability to work independently and without significant oversight? [If “No,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
Given a choice, would you use this Respondent again? [If “No,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
Were there any instances where subcontractors were not paid? [If “Yes,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
Were any liens placed against the project? [If “Yes,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
Are you aware of any pending legal actions against this Respondent? [If “Yes,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			

ADDITIONAL REMARKS (Use additional pages if necessary):

Evaluator: (The following will assist us in the analysis. Information will be kept confidential.)

Name: _____ Date: _____

Phone No. _____ Fax No. _____

Company: _____

Address: _____

Position held or function in relation to project: _____

Length of involvement in project/contract: _____

**APPENDIX G: RESPONDENT'S KEY PERSONNEL PAST
PERFORMANCE QUESTIONNAIRE**

[See following pages.]

VOLPE EXCHANGE AGREEMENT RFP
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RESPONDENT'S KEY PERSONNEL PAST PERFORMANCE QUESTIONNAIRE

ATTENTION RESPONDENTS:

The questionnaire in this Appendix shall be forwarded by your Respondent's Key Personnel to their individual references identified in response to RFP Section F.3.1(c). This questionnaire should be accompanied by a letter to the following effect, authorizing the reference to provide past performance information to the Government. Below is a sample letter.

Sample Letter:

Dear Evaluator:

The U.S. General Services Administration (the "Government") in consultation with the U.S. Department of Transportation has issued a Request for Proposals for the John A. Volpe National Transportation Systems Center ("Volpe Center") project in Cambridge, Massachusetts.

The Government is placing emphasis in their procurements on past performance as a source selection factor. They are requiring that references of Key Personnel named in solicitation responses be identified and participate in the evaluation process. In the event you are contacted for information, you are hereby authorized to respond to those inquiries.

We have identified you as a reference within our proposal as someone who would be willing to provide information to the Government regarding one or more of our Key Personnel's past performance and your satisfaction with their performance.

Please complete the following questionnaire to the best of your knowledge. Your comments will be considered source selection sensitive and thus kept confidential. In order to maintain the integrity of the source selection process, we respectfully request that you do not discuss this questionnaire with any other companies or individuals.

This form must be completed and submitted via email to the Contracting Officer (James Adamo, james.adamo@gsa.gov) with a copy to the Contract Specialist (Mark Rinaldi, mark.rinaldi@gsa.gov) by **3:00 PM Eastern Time, Thursday, September 8, 2016.**

Sincerely,

Name
Title
Firm

VOLPE EXCHANGE AGREEMENT RFP
6-14-2016

INSTRUCTIONS PAGE

Please complete the following questionnaire for the individual referenced on the following Respondent's Key Personnel Past Performance Information page. Your complete response to this evaluation is critical, as it will be utilized by the Government for the selection of a firm for the proposed Volpe Center project in Cambridge, MA. The Government may contact you concerning responses in this questionnaire. If you have any questions and/or concerns, you may contact James Adamo at 617-565-8619 or Mark Rinaldi at 617-565-5028.

Please indicate, based on the adjectives (letter designation below), the Key Person's performance on one or more projects with which you have been involved. Assessments should reflect only that performance for which the Key Person is liable. The following is a definition of the rating levels:

E (Exceptional)	Performance meets contractual requirements and exceeds many requirements that benefit the end user. The contractual performance of the element being assessed was accomplished with few, if any, minor problems for which corrective actions taken by the Key Person were highly effective.
V (Very Good)	Performance meets contractual requirements and exceeds some requirements that benefit the end user. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Key Person were effective.
S (Satisfactory)	Performance meets contractual requirements. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Key Person were satisfactory.
M (Marginal)	Performance does not meet some contractual requirements. The contractual performance of the element being assessed experienced serious problem(s) for which the Key Person has either not yet identified corrective actions or the corrective actions taken appear only marginally effective.
U (Unacceptable)	Performance does not meet most contractual requirements. The contractual performance of the element being assessed experienced serious problem(s) for which the Key Person's corrective actions were ineffective.
N/A (Not Applicable)	Self-explanatory.

Please mark the box under the letter corresponding to your rating, or mark the box under "N/A" if you are unable to provide a rating for an area. Spaces for narrative remarks, if necessary, are provided after each area. If more space is required, attach additional sheets.

Upon completion of the evaluation, please verify that each page of this evaluation has been accurately and completely filled out and that the last page of this questionnaire contains your signature. This past performance questionnaire shall then be sent electronically to the Contracting Officer (James Adamo, james.adamo@gsa.gov) with a copy to the Contract Specialist (Mark Rinaldi, mark.rinaldi@gsa.gov) by **3:00 PM Eastern Time, Thursday, September 8, 2016.**

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RESPONDENT'S KEY PERSONNEL PAST PERFORMANCE INFORMATION

[Note: Respondent's Key Personnel may complete this page on behalf of reference]

1. Respondent Name:

(Note: If past performance questionnaire is in reference to a member of the Respondent entity, please note this along with Respondent name.)

2. Key Person's Name:

3. Key Person's Employer:

4. Description of the contracts/projects that the Key Person and evaluator have worked on together (please include project, level of complexity, product type/project type and any additional relevant contract/project information):

5. Specific role of the Key Person on the contract(s)/project(s):

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RESPONDENT'S KEY PERSONNEL PAST PERFORMANCE EVALUATION

Rating Scale: **E = Exceptional** **V = Very Good** **S = Satisfactory**
 M = Marginal **U = Unacceptable** **N/A = Not Applicable**

QUALIFICATIONS: Rate the Key Person's:	E	V	S	M	U	N/A
1. Qualifications to perform the requirements of the project(s)/contract(s)						
2. Approach to quality control of project design and construction						
3. Timely response to requests						
4. Ability to keep project(s)/contract(s) on track						

Comments:

BUSINESS RELATIONSHIPS: Rate the quality of interaction with the Key Person. There was:	E	V	S	M	U	N/A
5. Cooperation in solving problems						
6. A good relationship with technical and contracting office personnel						
7. A good relationship with subcontractors						
8. Innovation in problem solving						
9. Compliance with the terms of the contract(s)						
10. Proper coordination of project responsibilities and schedules						
11. Respectful attitude and conduct towards project missions/ goals						

Comments:

CUSTOMER SATISFACTION: Rate:	E	V	S	M	U	N/A
12. How well the Key Person ensured that the end user was satisfied with the services performed						
13. The quality of the working relationship with the client (the tenant and/or owner)						
14. The professionalism and integrity with which the Key Person conducted business						
15. The Key Person's responsiveness to the client's needs and expectations						
16. The level of communication initiated by the Key Person						
17. How well the completed project achieved the project's mission						

Comments:

MANAGEMENT: Rate how well Key Person provided:	E	V	S	M	U	N/A
18. An adequate and complete management plan						
19. Consistent on-site management throughout the duration of project						
20. Indications that Key Person had experience in project management						
21. A process, or metrics, for the evaluation of their own performance						

Comments:

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Respond “YES,” “NO,” or “N/A,” as appropriate, for each of the following questions.

GENERAL INFORMATION	YES	NO	N/A
22. Has this Key Person demonstrated capability to work independently and without significant oversight? [If “No,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
23. Given a choice, would you work with this Key Person again? [If “No,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
24. Were there any instances where subcontractors were not paid? [If “Yes,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
25. Were any liens placed against the project? [If “Yes,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
26. Are you aware of any pending legal actions against the Key Person’s firm? [If “Yes,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			

ADDITIONAL REMARKS (Use additional pages if necessary):

Evaluator: (The following will assist us in the analysis. Information will be kept confidential.)

Name: _____ Date: _____

Phone No. _____ Fax No. _____

Company: _____

Address: _____

Position held or function in relation to project: _____

Length of involvement in project/contract: _____

**APPENDIX H: GENERAL CONTRACTOR'S PAST PERFORMANCE
QUESTIONNAIRE**

[See following pages.]

VOLPE EXCHANGE AGREEMENT RFP
6-14-2016

GENERAL CONTRACTOR'S PAST PERFORMANCE QUESTIONNAIRE

ATTENTION RESPONDENTS:

The questionnaire in this Appendix shall be forwarded by your General Contractor to the references selected for their past performance projects identified in response to RFP Section F.3.2(b). This questionnaire should be accompanied by a letter to the following effect, authorizing the reference to provide past performance information to the Government. Below is a sample letter.

Sample Letter:

Dear Evaluator:

The U.S. General Services Administration (the "Government") in consultation with the Department of Transportation has issued a Request for Proposals for the John A. Volpe National Transportation Systems Center ("Volpe Center") project in Cambridge, Massachusetts.

The Government is placing emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and participate in the evaluation process. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified you as a past performance reference within our proposal as someone who would be willing to provide information to the Government regarding our firm's past performance and your satisfaction with that performance.

Please complete the following questionnaire to the best of your knowledge. Your comments will be considered source selection sensitive and thus kept confidential. In order to maintain the integrity of the source selection process, we respectfully request that you do not discuss this questionnaire with any other companies or individuals.

This form must be completed and submitted via email to the Contracting Officer (James Adamo, james.adamo@gsa.gov) with a copy to the Contract Specialist (Mark Rinaldi, mark.rinaldi@gsa.gov) by **3:00 PM Eastern Time, Thursday, September 8, 2016.**

Sincerely,

Name
Title
Firm

VOLPE EXCHANGE AGREEMENT RFP
6-14-2016

INSTRUCTIONS PAGE

Please complete the following questionnaire for the firm and project referenced on the following General Contractor's Past Performance Project Information page. Your complete response to this evaluation is critical, as it will be utilized by the Government for the selection of a firm for the proposed Volpe Center project in Cambridge, MA. The Government may contact you concerning responses in this questionnaire. If you have any questions and/or concerns, you may contact James Adamo at 617-565-8619 or Mark Rinaldi at 617-565-5028.

Please indicate, based on the adjectives (letter designation below), the General Contractor's performance on the identified contract/project. Assessments should reflect only that performance for which the General Contractor is liable. The following is a definition of the rating levels:

E (Exceptional)	Performance meets contractual requirements and exceeds many requirements that benefit the end user. The contractual performance of the element being assessed was accomplished with few, if any, minor problems for which corrective actions taken by the General Contractor were highly effective.
V (Very Good)	Performance meets contractual requirements and exceeds some requirements that benefit the end user. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the General Contractor were effective.
S (Satisfactory)	Performance meets contractual requirements. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the General Contractor were satisfactory.
M (Marginal)	Performance does not meet some contractual requirements. The contractual performance of the element being assessed experienced serious problem(s) for which the General Contractor has either not yet identified corrective actions or the corrective actions taken appear only marginally effective.
U (Unacceptable)	Performance does not meet most contractual requirements. The contractual performance of the element being assessed experienced serious problem(s) for which the General Contractor's corrective actions were ineffective.
N/A (Not Applicable)	Self-explanatory.

Please mark the box under the letter corresponding to your rating, or mark the box under "N/A" if you are unable to provide a rating for an area. Spaces for narrative remarks, if necessary, are provided after each area. If more space is required, attach additional sheets.

Upon completion of the evaluation, please verify that each page of this evaluation has been accurately and completely filled out and that the last page of this questionnaire contains your signature. This past performance questionnaire shall then be sent electronically to the Contracting Officer (James Adamo, james.adamo@gsa.gov) with a copy to the Contract Specialist (Mark Rinaldi, mark.rinaldi@gsa.gov) by **3:00 PM Eastern Time, Thursday, September 8, 2016.**

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GENERAL CONTRACTOR'S PAST PERFORMANCE PROJECT INFORMATION

[Note: General Contractor may complete this page on behalf of reference]

1. Respondent Name:
2. General Contractor Firm:
3. Project Title/Contract Number:
4. Description of the contract/project effort (please include project, level of complexity, product type/project type and any additional relevant contract/project information):

5. Period of performance:

- a. Original schedule:

--

- b. Actual schedule:

--

- c. Number of times it was changed and primary causes of changes (if applicable):

--

6. Contract dollar value:

- a. Original project dollar value at time of selection/closing:

--

- b. Actual value at time of completion:

--

- c. Number of times it was changed and primary causes of changes (if applicable):

--

7. Specific role of the subject firm in the project:

8. Relationship of reference (at the time of the identified project) to the General Contractor:

VOLPE EXCHANGE AGREEMENT RFP
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GENERAL CONTRACTOR'S PAST PERFORMANCE EVALUATION

Rating Scale: **E = Exceptional** **V = Very Good** **S = Satisfactory**
 M = Marginal **U = Unacceptable** **N/A = Not Applicable**

QUALITY: Rate the overall quality of:	E	V	S	M	U	N/A
1. The project						
2. Key personnel qualifications to perform the project						
3. Quality control of the project construction						
4. Responsiveness in completing punch list items						
5. Responsiveness to warranty work						

Comments:

TIMELINESS: Rate how well the General Contractor met the following requirements:	E	V	S	M	U	N/A
6. On-time project completion date						
7. Adherence to project schedule and critical milestones						
8. Provide regular schedule updates						
9. Handling of unforeseen/unanticipated conditions						
10. Timeliness of submittals						

Comments:

COST CONTROL: Rate:	E	V	S	M	U	N/A
11. Whether the General Contractor submitted reasonable priced change proposals						
12. How responsive the General Contractor was in submitting proposals for owner initiated changes						
13. How reasonable General Contractor initiated changes were						

Comments:

BUSINESS RELATIONSHIPS: Rate the quality of interaction with the General Contractor's team members. There was:	E	V	S	M	U	N/A
14. A good relationship with technical and contracting office personnel						
15. A good relationship with subcontractors						
16. Innovation in problem solving						
17. Compliance with the terms of the contract						

Comments:

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SAFETY: Rate the quality of:	E	V	S	M	U	N/A
18. General Contractor's safety plan for project						
19. General Contractor's effectiveness at accident prevention						

Comments:

CUSTOMER SATISFACTION: Rate:	E	V	S	M	U	N/A
20. How well the General Contractor ensured that the end user was satisfied with the services performed						
21. The quality of the working relationship with the client (the tenant and/or owner)						
22. The professionalism and integrity with which the General Contractor conducted business						
23. The General Contractor's responsiveness to the client's needs						
24. The level of communication initiated by the General Contractor						

Comments:

MANAGEMENT: Rate how well the General Contractor provided:	E	V	S	M	U	N/A
25. A specific management team dedicated to this project						
26. A consistent on-site management/project team throughout project						

Comments:

Respond "YES," "NO," or "N/A," as appropriate, for each of the following questions.

GENERAL INFORMATION	YES	NO	N/A
27. Has this General Contractor demonstrated capability to work independently and without significant oversight? [If "No," please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
28. Given a choice, would you use this General Contractor again? [If "No," please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
29. Were there any instances where subcontractors were not paid? [If "Yes," please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
30. Were any liens placed against the project? [If "Yes," please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
31. Are you aware of any pending legal actions against this General Contractor? [If "Yes," please reference and explain in the Additional Remarks section at the end of this questionnaire.]			

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ADDITIONAL REMARKS (Use additional pages if necessary):

Evaluator: (The following will assist us in the analysis. Information will be kept confidential.)

Name: _____ Date: _____

Phone No. _____ Fax No. _____

Company: _____

Address: _____

Position held or function in relation to project: _____

Length of involvement in project/contract: _____

**APPENDIX I: GENERAL CONTRACTOR'S KEY PERSONNEL PAST
PERFORMANCE QUESTIONNAIRE**

[See following pages.]

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GENERAL CONTRACTOR'S KEY PERSONNEL
PAST PERFORMANCE QUESTIONNAIRE

ATTENTION RESPONDENTS:

The questionnaire in this Appendix shall be forwarded by your General Contractor's Key Personnel to their individual references identified in response to RFP Section F.3.2(c). This questionnaire should be accompanied with a letter to the following effect, authorizing the reference to provide past performance information to the Government. Below is a sample letter.

Sample Letter:

Dear Evaluator:

The U.S. General Services Administration (the "Government") in consultation with the U.S. Department of Transportation has issued a Request for Proposals for the John A. Volpe National Transportation Systems Center ("Volpe Center") exchange project in Cambridge, Massachusetts.

The Government is placing emphasis in their procurements on past performance as a source selection factor. They are requiring that references of Key Personnel named in solicitation responses be identified and participate in the evaluation process. In the event you are contacted for information, you are hereby authorized to respond to those inquiries.

We have identified you as a reference within our proposal as someone who would be willing to provide information to the Government regarding one or more of our Key Personnel's past performance and your satisfaction with their performance.

Please complete the following questionnaire to the best of your knowledge. Your comments will be considered source selection sensitive and thus kept confidential. In order to maintain the integrity of the source selection process, we respectfully request that you do not discuss this questionnaire with any other companies or individuals.

This form must be completed and submitted via email to the Contracting Officer (James Adamo, james.adamo@gsa.gov) with a copy to the Contract Specialist (Mark Rinaldi, mark.rinaldi@gsa.gov) by **3:00 PM Eastern Time, Thursday, September 8, 2016.**

Sincerely,

Name
Title
Firm

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INSTRUCTIONS

Please complete the following questionnaire for the individual referenced on the following General Contractor's Key Personnel Past Performance Information page. Your complete response to this evaluation is critical, as it will be utilized by the Government for the selection of a firm for the proposed Volpe Center project in Cambridge, MA. The Government may contact you concerning responses in this questionnaire. If you have any questions and/or concerns, you may contact James Adamo at 617-565-8619 or Mark Rinaldi at 617-565-5028.

Please indicate, based on the adjectives (letter designation below), the Key Person's performance on one or more projects with which you have been involved. Assessments should reflect only that performance for which the Key Person is liable. The following is a definition of the rating levels:

E (Exceptional)	Performance meets contractual requirements and exceeds many requirements that benefit the end user. The contractual performance of the element being assessed was accomplished with few, if any, minor problems for which corrective actions taken by the Key Person were highly effective.
V (Very Good)	Performance meets contractual requirements and exceeds some requirements that benefit the end user. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Key Person were effective.
S (Satisfactory)	Performance meets contractual requirements. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Key Person were satisfactory.
M (Marginal)	Performance does not meet some contractual requirements. The contractual performance of the element being assessed experienced serious problem(s) for which the Key Person has not yet identified corrective actions or the corrective actions taken appear only marginally effective.
U (Unacceptable)	Performance does not meet most contractual requirements. The contractual performance of the element being assessed experienced serious problem(s) for which the Key Person's corrective actions were ineffective.
N/A (Not Applicable)	Self-explanatory.

Please mark the box under the letter corresponding to your rating, or mark the box under "N/A" if you are unable to provide a rating for an area. Spaces for narrative remarks, if necessary, are provided after each area. If more space is required, attach additional sheets.

Upon completion of the evaluation, please verify that each page of this evaluation has been accurately and completely filled out and that the last page of this questionnaire contains your signature. This past performance questionnaire shall then be sent electronically to the Contracting Officer (James Adamo, james.adamo@gsa.gov) with a copy to the Contract Specialist (Mark Rinaldi, mark.rinaldi@gsa.gov) by **3:00 PM Eastern Time, Thursday, September 8, 2016.**

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GENERAL CONTRACTOR'S KEY PERSONNEL
PAST PERFORMANCE INFORMATION

[Note: General Contractor's Key Personnel may complete this page on behalf of reference]

1. Respondent Name:
2. General Contractor Firm:
3. Key Person's Name:
4. Project Title/Contract Number:
5. Description of the contracts/projects that the Key Person and evaluator have worked on together (please include project, level of complexity, product type/project type and any additional relevant contract/project information):

6. Specific role of the Key Person on the contract(s)/project(s):

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GENERAL CONTRACTOR'S KEY PERSONNEL
PAST PERFORMANCE EVALUATION

Rating Scale: **E = Exceptional** **V = Very Good** **S = Satisfactory**
 M = Marginal **U = Unacceptable** **N/A = Not Applicable**

QUALIFICATIONS: Rate the Key Person's:	E	V	S	M	U	N/A
1. Qualifications to perform the requirements of the project(s)/contract(s)						
2. Approach to quality control of project construction						
3. Timely response to requests						
4. Responsiveness in addressing any subcontractor disputes						
5. Ability to keep project(s)/contract(s) on track						
6. Building coordination skills						
7. Ability to address and enforce safety at the project site						

Comments:

BUSINESS RELATIONSHIPS: Rate the quality of interaction with the Key Person. There was:	E	V	S	M	U	N/A
8. Cooperation in solving problems						
9. A good relationship with technical and contracting office personnel						
10. A good relationship with subcontractors						
11. Good coordination of subcontractors						
12. Innovation in problem solving						
13. Compliance with the terms of the contract						
14. Proper coordination of project responsibilities and schedules						

Comments:

CUSTOMER SATISFACTION: Rate:	E	V	S	M	U	N/A
15. How well the Key Person ensured that the end user was satisfied with the services performed						
16. The quality of the working relationship with the client (the tenant and/or owner)						
17. The professionalism and integrity with which the Key Person conducted business						
18. The Key Person's responsiveness to the client's needs and expectations						
19. The level of communication initiated by the Key Person						

Comments:

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MANAGEMENT: Rate how well the Key Person provided:	E	V	S	M	U	N/A
20. Consistent on-site management throughout the duration of the project						
21. Indications that the Key Person had experience in project management						

Comments:

Respond “YES,” “NO,” or “N/A,” as appropriate, for each of the following questions.

GENERAL INFORMATION	YES	NO	N/A
22. Has this Key Person demonstrated capability to work independently and without significant oversight? [If “No,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
23. Given a choice, would you work with this Key Person again? [If “No,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
24. Were there any instances where subcontractors were not paid? [If “Yes,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
25. Were any liens placed against the project? [If “Yes,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			
26. Are you aware of any pending legal actions against this Key Person’s firm? [If “Yes,” please reference and explain in the Additional Remarks section at the end of this questionnaire.]			

ADDITIONAL REMARKS (Use additional pages if necessary):

Evaluator: (The following will assist us in the analysis. Information will be kept confidential.)

Name: _____ Date: _____

Phone No. _____ Fax No. _____

Company: _____

Address: _____

Position held or function in relation to project: _____

Length of involvement in project/contract: _____

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**APPENDIX J: ESTIMATED COST FOR DESIGN PHASE SERVICES
AND DELIVERY OF THE NEW FACILITY FORM**

The Respondent shall demonstrate its understanding of the requirements in the Draft Exchange Agreement and Statement of Work (including the Program of Requirements) by completing the table below and Cost Estimating Workbook (separately attached as an Excel spreadsheet) in response to RFP Section F.4.3 and including them in Volume III, Tab 3 of the Respondent's proposal. Supplemental back-up information shall be provided in Volume III, Tab 3 where required in the instructions below and may be provided elsewhere. The detail of the estimate shall be completed to Uniformat Level 3 as defined in the PBS P-120 Project Estimating Requirements and shown in the Cost Estimating Workbook.

The Respondent shall divide all costs, in whole or in part, between Design Phase Services (Line 1) and the Delivery of the New Facility (Lines 2a through 2f) and shall be subject to complying with the cost principles and procedures of FAR Part 31. Definitions and further explanation of Design Phase Services and the Delivery of the New Facility are located in the Exchange Agreement, Article I: Definitions and Exhibit E: Determinations of the Cost of the New Facility.

LINE	ITEM (SEE NOTES BELOW TABLE)	PRICE
1	Estimated firm-fixed-price (FFP) for Design Phase Services	\$ _____
2a	Initial Target Cost	\$ _____
2b	Contingency Allowance percentage	5 %
2c	Estimated Contingency Allowance (Line 2a x 2b)	\$ _____
2d	Proposed Target Fee Percentage	___ %
2e	Estimated Fee (Line 2a x 2d)	\$ _____
2f	Estimated maximum price for the Delivery of the New Facility (Line 2a + 2c + 2e)	\$ _____
3	Estimated maximum total price of the Design Phase Services and the Delivery of the New Facility (Line 1 + 2f)	\$ _____

NOTES:

Line 1: The Respondent shall include the estimated architect-engineer fees for the design phase and the construction phase on Lines Q and U (respectively) of the Estimated Total Project Cost (ETPC) worksheet in the Cost Estimating Workbook.

- The Respondent may use and include the GSA 2630/2631 Architect-Engineer Cost Estimate forms (separately attached as an Excel spreadsheet) to help calculate and support the estimates entered in Lines Q and U of the ETPC worksheet.

Note: Submission of the GSA 2630/2631 will be required for negotiation of the firm-fixed-price for Design Phase Services following the joint Design Team selection by the Government and selected Respondent (See RFP Appendix M).

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The Respondent shall add Lines Q and U of the ETPC worksheet and enter the total as the estimated firm-fixed-price for Design Phase Service.

Line 2a: The Respondent shall complete and submit the Cost Estimating Workbook for the ETPC for the Delivery of the New Facility. The ETPC shall include any and all costs the Exchange Partner and its team will incur during the entire period of the Delivery of the New Facility as outlined in the Statement of Work.

- An optional allowance for the procurement and installation of furniture and equipment as required by the Statement of Work (including the Program of Requirements) will be carried in the estimate and will be included under E20 Furnishings indicated in the workbook. These allowances have been entered into the Cost Estimating Workbook as totals without markups. These allowances will be subject to Respondent's proposed markups as noted in the Cost Estimating Workbook.
- An optional allowance for Relocation Services required by the Statement of Work has been entered into the Cost Estimating Workbook and is not subject to Respondent markups.
- An optional allowance for Art-in-Architecture required by the Statement of Work has been entered into the Cost Estimating Workbook and is not subject to Respondent markups.
- The Construction Contingency will not be included as part of the ECC (Estimated Construction Cost) as it is carried separately on Line 2c. This item on the Cost Estimating Workbook has been set to zero in order to reflect this.
- The workbook includes space to include many of the general types of fees that would be incurred on this project. However, any fees or costs that the Respondent and its team do not feel are covered may be added to the Cost Estimating Workbook.
 - The Respondent shall provide additional backup to the workbook for all markups and any additional fees. Examples of markups requiring backup include Escalation, General Conditions, General Contractor's Profit, Bond, etc.

The Respondent shall subtract the Design Phase Services (Line 1 of RFP Appendix J or equivalently the sum of Lines Q and U of the ETPC worksheet) from the ETPC (Line A3 of the ETPC worksheet) and enter the difference as the Initial Target Cost.

Line 2b: The Contingency Allowance percentage is stipulated by the Government to be 5%.

Line 2c: The stipulated 5% Contingency Allowance percentage shall be applied to the Initial Target Cost (Line 2a) to calculate the estimated Contingency Allowance.

Line 2d: The Respondent shall propose a Target Fee Percentage. The Respondent shall provide backup information clearly supporting how this fee was derived and what elements are included in this fee.

Line 2e: The proposed Target Fee Percentage shall be applied to the Initial Target Cost (Line 2a) to calculate the estimated Fee.

Line 2f: The estimated maximum price for the Delivery of the New Facility (Line 2f) shall be calculated as the sum of the Initial Target Cost (Line 2a), the estimated Contingency Allowance (Line 2c) and the estimated Fee (Line 2e).

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Line 3: The estimated maximum total price of the Design Phase Services and the Delivery of the New Facility shall be calculated as the sum of the firm-fixed-price for the Design Phase Services (Line 1) plus the estimated maximum price for the Delivery of the New Facility (Line 2f).

At no point in the Exchange Agreement shall the maximum total price of the Design Phase Services and the Delivery of the New Facility be allowed to exceed the Proposed Gross Offer.

[See separate file attached: Cost Estimating Workbook.]

[See separate file attached: GSA 2630/2631 Architect-Engineer Cost Estimate forms.]

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APPENDIX K: PROPOSED GROSS OFFER FORM

This table shall be completed in response to RFP Section F.6 and included in Volume V of the Respondent's proposal.

ITEM (SEE NOTES BELOW TABLE)	PRICE
Proposed Gross Offer	\$ _____
Less [the estimated maximum total price of the Design Phase Services and the Delivery of the New Facility (Line 3 of RFP Appendix J)]	– \$ _____
Equals [the estimated Value Equalization Amount]	= \$ _____

NOTES:

Note 1: The Proposed Gross Offer provided shall be the total price of the Exchange Parcel in U.S. dollars to be received by the Government.

Note 2: The Respondent shall enter the estimated maximum total price of the Design Phase Services and the Delivery of the New Facility (Line 3 of RFP Appendix J as included in Volume III, Tab 3 of the Respondent's proposal, and equivalently the estimated firm-fixed-price for Design Phase Services plus the estimated maximum price for the Delivery of the New Facility).

Note 3: The estimated Value Equalization Amount is the difference between the Proposed Gross Offer and the estimated maximum total price of the Design Phase Services and the Delivery of the New Facility. For purposes of the transaction, a portion of the Proposed Gross Offer will be provided in the form of Design Phase Services and Delivery of the New Facility and any remaining amount will constitute the Value Equalization Amount to be paid to the Government by the Exchange Partner. Because the Value Equalization Amount cannot be definitized until the Final Settlement (as described in RFP Appendix A: Exhibit E) of the Delivery of the New Facility is calculated, the difference between the Proposed Gross Offer and the estimated maximum total price of the Design Phase Services and the Delivery of the New Facility is stated here to be the *estimated* Value Equalization Amount.

APPENDIX L: STAGE 2 SELECTION OF DESIGN TEAM (POST-SELECTION OF EXCHANGE PARTNER)

Once selected, the Exchange Partner will notify their three (3) candidate Lead Designers to assemble full Design Teams and submit more detailed information indicating each member of the Design Team, including all outside consultants. The Lead Designers will be provided four (4) weeks to establish his or her team and to submit a completed Standard Form (SF) 330: Architect-Engineer Qualifications (Parts I and II) along with presentation materials, in accordance with Section 2 below. The Government and Exchange Partner will then interview each of the Lead Designers along with select members of their respective Design Teams. The following sections provide detail on this process.

1. Definitions

1.1 Design Team

Design Team shall include, at a minimum, the Lead Design Firm identified in the Stage 1 submission, Design Team's Key Personnel, architecture firm of record, engineering firm(s) of record, and any other consultants or sub-consultants required to complete the work as described in the Statement of Work. The architect of record must be licensed in Massachusetts. Any entities or individuals named in the Stage 2 submission will be considered a member of the Design Team.

1.2 Design Team's Key Personnel

The **Design Team's Key Personnel** means the Lead Designer who was identified in the Stage 1 submission plus all new individuals identified as Key Personnel in the Stage 2 submission. Once an individual has been identified as a Key Person, he or she may not be replaced or removed without GSA's express written approval, subject to its sole discretion. Each of the Design Team's Key Personnel shall have at least ten (10) years of relevant experience in his or her respective role and shall be licensed professionals (where appropriate).

The Design Team's Key Personnel shall include, at a minimum, the Lead Designer who was identified in the Stage 1 submission, "Design Team's Senior Project Manager," "Project Architect," "Lead Workplace Designer," and "Lead Sustainability and LEED Consultant" who meet the following definitions, as well as a Lead Mechanical Engineer, Lead Electrical Engineer, Lead Fire Protection Engineer, Lead Structural Engineer, Lead Blast Engineer, Lead Civil Engineer, Lead Landscape Architect, and any other individuals identified by the Design Team as Key Personnel.

- **Design Team's Senior Project Manager** means the individual who is responsible for the management through all phases of design and construction, resulting in a successful project completed and occupied within time and budgetary constraints. The Design Team's Senior Project Manager shall be a U.S. citizen and have significant experience, actively and personally serving in a project management role through all phases of design and construction with a multi-disciplinary design team on at least one (1) new construction project completed and occupied within the past ten (10) years and of a similar size, scope and complexity to the New Facility.
- **Project Architect** means the individual who is responsible for the overall development, coordination, and implementation of the project. The Project Architect shall be a U.S. citizen and have significant experience, actively and personally serving in the role through all phases of design and construction

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on at least one (1) new construction project completed and occupied within the past ten (10) years and of a similar size, scope and complexity to the New Facility.

- **Lead Workplace Designer** means the individual who is responsible for ensuring that design layout, and coordination of office and related areas and furnishings meet the occupant needs as identified in the POR. The Lead Workplace Designer shall be a U.S. citizen and have significant experience in innovative workplace strategies, actively and personally serving in that role on at least three (3) new workplace design projects completed and occupied within the past (10) years and of a similar size, scope and complexity to the New Facility.
- **Lead Sustainability and LEED Consultant** means the individual who is responsible for coordination and implementation of High Performance Green Building, net zero, and LEED components of the project. The Lead Sustainability and LEED Consultant shall be a U.S. citizen and have significant experience, actively and personally serving in that role on at least three (3) new construction projects completed and occupied within the past (10) years and of a similar size, scope and complexity to the New Facility.

2. Stage 2 Submission Instructions

2.1 Receipt of Submissions

- (a) The deadline for receipt of submissions is 3:00 PM Eastern Time, four (4) weeks following notification of the Exchange Partner selection. Any submission, modification, or revision received later than the deadline will be considered late and may be rejected by the Contracting Officer. Proposals shall be submitted to:

James Adamo
Contracting Officer
GSA PBS Region 1
10 Causeway Street, Suite 1100
Boston, MA 02222

- (b) Email submissions will not be accepted.
- (c) Lead Designers shall submit one (1) original, four (4) hard copies of their submission, and one (1) identical electronic version. The original and each required hard copy shall be in a 3-ring binder or “GBC” bound. The electronic version shall be on a CD-ROM with files in their native format, i.e. pdf, doc, xls, ppt, etc. ****Please note self-extracting .exe files are not accepted.****
- (d) The external cover of each submission must include the Lead Designer’s name, firm, firm’s address, solicitation title, and deadline for receipt of submissions.
- (e) The submission shall be tabbed and organized into the following sections.
- Tab 1: SF-330
Tab 2: Interview Materials
- (f) Materials submitted become the property of the Government and shall not be returned.

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2.2 Tab 1: Standard Form (SF) – 330 Form

The Lead Designer shall submit the qualifications of his or her Design Team in a completed SF-330. The Lead Designer shall complete the form per the instructions included in the SF-330, as supplemented below.

(a) SF-330 Part I, Sections A – D

(b) SF-330 Part I, Section E – Resumes of Key Personnel

- (1) The Lead Designer shall complete a SF-330 Section E for each individual of the Design Team's Key Personnel and clearly identify the Key Person's role in Block 13. Resumes shall include information verifying the minimum requirements included in the Design Team's Key Personnel definitions in Section 1 above. Resumes shall demonstrate the extent to which the Design Team's Key Personnel have the relevant qualifications and experience necessary to effectively design and/or deliver facilities of similar size, scope and complexity to the New Facility.
- (2) For each individual of the Design Team's Key Personnel, the Lead Designer shall include two (2) references with the point of contact's name and current title, address, email, and phone number.

The Government and Exchange Partner may or may not contact all references, in their sole discretion. It is the responsibility of the candidate Design Team to ensure that the references provided are willing and available to be contacted by the Government.

(c) SF-330 Part I, Section F – Example Projects

- (1) Select up to ten (10) projects undertaken by the Design Team's Key Personnel, completed and occupied within the past ten (10) years, and of similar size, scope and complexity to the New Facility. Include projects where multiple team members worked together that demonstrate the Design Team's combined relevant qualifications and experience necessary to effectively design facilities of similar size, scope and complexity to the New Facility. Submissions shall include a narrative summary for each project in Box 24 that addresses:
 - The Lead Design Firm and/or Key Personnel's role;
 - Evidence of how the project met high quality standards in design;
 - The design approach with salient features for each project, including project objectives and how the client's program, function, image, mission, economic, schedule, and operational objectives, security considerations and maintenance objectives were satisfied by the overall design/planning solution;
 - Any innovative design strategies;
 - A review of the building's actual performance for any project that has been operational for a minimum of three (3) years;
 - The relevance of the submitted projects to the New Facility, including size, scope, complexity, context, sustainability, security, strategies used to achieve actual building performance, and/or workplace design; and
 - Evidence that the project was completed on time, within budget, and met a high level of customer satisfaction.
- (2) This section of the submission should include tangible evidence such as certificates, awards, peer recognition, etc. demonstrating design excellence as attachments.

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- (3) References identified in Box 23.a-c shall be project owners or lead tenants, if such tenants participated in project design and occupy at least 75% or 100,000 square feet of the project. The references must be able to provide first-hand information concerning the team member's role in the successful completion of the project.

The Government and Exchange Partner may or may not contact all references, in their sole discretion. It is the responsibility of the candidate Design Team to ensure that the references provided are willing and available to be contacted by the Government.

(d) SF-330 Part I, Section G – Key Personnel Participation in Example Projects

(e) SF-330 Part I, Section H – Additional Information

Provide narrative that describes the following:

- (1) **Design Team's Qualifications and Past Experience:** Provide an overview of Design Team's past experience, technical resources and capacity to undertake a project of this magnitude without significant disruption of its overall business, including the availability and commitment of the Key Personnel listed on the organizational chart for the anticipated duration of this project.

Describe the Design Team's experience working with its various members, as well as with the selected Respondent and its General Contractor.

- (2) **Integrated Project Delivery:** Describe how the Statement of Work and the Government's PBS-P100 design standards will be interpreted and satisfied. Include examples of design phase "lessons learned" through Construction Manager as Constructor (CMc), Design-Build, and turn-key delivery processes and how the Design Team engaged the client and end users throughout project development. The response shall also address the expected challenges and approach to mitigating risks expected during the design stage and how the Design Team's approach will satisfy the project's special requirements.

- (3) **Design Team's Project Management Plan:** Include a project management plan for the Design Team's involvement during design and construction phases of the project.

- Provide an overview of team roles and responsibilities for Key Personnel positions, authorities, alignment with Government personnel, and a description of functional working relationships between team members. The management plan shall clearly identify key roles and lines of communication.
- Describe plan for an integrated design team and integrated project delivery.
- Describe the means to integrate client and community input.
- The Management Approach should support the organization chart by expanding on the duties, roles, and relationships shown.
- It must include a quality control methodology for the design. The plan should explain steps to ensure cost and quality control, as well as identify all review stages.
- Lastly, the plans should identify the physical location of major design and production work, the coordination plan for consultant work, and for work produced in remote offices.

(f) SF-330 Part II – General Qualifications

2.3 Tab 2: Interview Materials

The Lead Designer shall provide the Government with a copy of an outline or reduced format copies of presentation materials to be used during the interview process (see Section 3 below).

3. Stage 2 Interview Process

Following receipt of submittals in Stage 2, the Government and Exchange Partner will interview each of the three (3) Lead Designers along with select members of their respective Design Teams. The interview process provides the opportunity for the Design Team to present their approach to the project with presentation of a conceptual building massing diagram.

3.1 Interview Parameters

(a) Interview Location and Date

The Design Team interviews will take place at the Volpe Center, 55 Broadway, Cambridge, MA. A detailed interview letter will be sent to the Exchange Partner following selection with the date, time, and room location of the interviews.

(b) Interview Duration

Each presentation will be limited to sixty (60) minutes followed by a question and answer period of sixty (60) minutes. An additional thirty (30) minutes will be allocated to introductions, set-up/break-down of presentation aids, and final comments. Each presentation shall strictly adhere to the interview time allotment.

(c) Attendees

The Design Team's representation shall include the Lead Designer, Project Architect, Design Team's Senior Project Manager, and up to three (3) additional team members.

(d) Presentation Aids

Presentation aids should be limited to a graphic presentation using boards or projected images. The Design Team must provide its own easels and/or projectors as required. An outline or reduced format copies of presentation materials shall be distributed to the Government as part of the interview. Supplementary handouts during the presentation are not allowed.

3.2 Interview Topics

The interview process is intended to evoke a response to the critical design objectives and the Design Team's approach to manage and deliver the New Facility successfully. The Design Team's presentation shall address the topics below to demonstrate the criteria discussed in Section 4: Stage 2 Method of Selection recognizing the interview time constraints.

(a) Community Context

The New Facility is an integral part of the East Cambridge urban fabric. The New Facility shall be designed to contribute to the community and be compatible with its context.

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The Design Team shall demonstrate familiarity with the local context and demonstrate past work that indicates its ability to design within the similar urban contexts.

(b) Design Philosophy

The New Facility must reflect the dignity and permanence of the U.S. Government. It should enhance the city where it is located, serving as an inspiration for architecture within that area. It should lend civic pride, strength, and vitality suitable to the U.S. Government.

The Design Team shall demonstrate knowledge and commitment to the issue of public architecture. It shall show from past projects that project leaders understand how to create a building addressing symbolic issues and the design methodology used in such an undertaking. Attention should also be given to the expression and integration of the fine arts in response to the Art-in-Architecture Program.

(c) New Facility Functional Requirements

With ever-increasing technology, the New Facility must function efficiently, responding to critical program parameters. Specific care must be taken with regard to security, plan organization, adjacencies, and flexibility.

In addressing this topic, the Design Team shall demonstrate a basic knowledge of New Facility functions and security systems, and show how it is qualified to master a program of this complexity and sensitivity

(d) Sustainable and Energy Efficient Design

The Government has a commitment to innovative sustainable design, LEED, and reduction of the carbon footprint.

The Design Team shall address the issue of sustainable design and High Performance Green Buildings, including net zero design, as it pertains to both the New Facility and its past work. Areas to be specifically addressed include energy efficiency, indoor air quality, environmental safety, materials recycling, water use/conservation and construction waste management, and innovation in design.

(e) Team

To provide the best possible service to the client, the Design Team must have the ability to work as a cohesive, efficient, communicative whole.

The Design Team shall demonstrate how it will organize the work, integrate client input, work with the Exchange Partner and General Constructor, and manage the design and documentation of the New Facility in a timely and cost-effective manner. Past project examples shall be projects from the Design Team's portfolio.

(f) Commitment of Lead Designer

GSA's Design Excellence Program sets a high standard in design for public buildings. This program can only be successful with a primary commitment of time and energy from the Design Team.

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The Design Team shall indicate a process where the Lead Designer plays a substantive leadership role and a primary commitment from the Lead Designer to this project.

4. Stage 2 Method of Selection

- (a) The Government and Exchange Partner will jointly select a Design Team based on an evaluation of the written submission and subsequent interview. The information submitted and presented will be evaluated on the following factors:
- Design Team Past Performance
 - Project Management Plan
 - Design Team's Key Personnel
- (b) Factors of relevancy to the size, scope and complexity of the New Facility, as detailed by the Statement of Work, to be considered by the Government and Exchange Partner when evaluating any referenced or submitted past projects by the Design Team include, but are not limited, to the following:
- Development of a new facility of approximately 390,000 GSF, with offices and workspaces reflecting current workplace strategies and unique programmatic elements such as laboratories, cafeteria, auditorium, public spaces;
 - New construction in an urban context;
 - Design-Build or Turn-key projects;
 - Fixed-price incentive construction contracts; and,
 - LEED certification or the use of High Performance Green Building strategies.
- (c) When performing evaluations, the Government and Exchange Partner may consider information presented in the Stage 1 submissions (the sub-tabs included Volume II, Tab 3 of the Exchange Partner's Proposal) as well as other relevant information from other sources.

4.1 Design Team's Qualifications, Experience, and Past Performance

Based on the information submitted and presented, the Government and Exchange Partner will evaluate the Design Team's qualifications, experience, and past performance and track record of working together to deliver successful project designs of a similar size, scope and complexity to the New Facility as a predictor of the likelihood of compliance and success with the Exchange Agreement and Statement of Work requirements and overall quality of performance. Team experience with net zero design and integrated, energy efficient, building systems will be rated more favorably.

4.2 Design Team's Project Management Plan

The Government and Exchange Partner will evaluate the Design Team's project management plan as an indicator of the Respondent's understanding of the overall requirements of the Exchange Agreement and Statement of Work, including design and construction of the New Facility, and its ability to successfully manage all facets of the requirement.

4.3 Design Team's Key Personnel

Based on the information submitted and presented, the Government and Exchange Partner will evaluate the qualifications, experience, and past performance of the Design Team's Key Personnel required by the

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RFP in terms of their ability to meet and exceed minimum qualifications and their ability to effectively perform the required work. Where appropriate, Key Personnel whose profiles demonstrate a history of creativity, innovation and dedication to clients with complex building projects may be rated more favorably.

5. Post-Selection of Design Team

Following selection of the Design Team, the Design Team shall submit the proposed architect-engineer fees on the GSA 2630/2631 Architect-Engineer Cost Estimate forms of RFP Appendix J (separately attached as an Excel spreadsheet).

The Government and the Exchange Partner will then negotiate a firm-fixed-price for Design Phase Services. See RFP Appendix M for more information on this step.

APPENDIX M: DETERMINATION OF EXCHANGE AGREEMENT PRICING

This Appendix discusses how the Government and the selected Respondent will use the selected Respondent's Proposal (specifically RFP Appendix J) to determine the prices incorporated into the Exchange Agreement, including Exhibit E and its attached Initial Pricing Form.

RFP Appendix J parallels the Exchange Agreement Initial Pricing Form, with RFP Appendix J representing proposed amounts and the Exchange Agreement Initial Pricing Form representing the execution amounts. For both RFP Appendix J and the Exchange Agreement Initial Pricing Form, Line 1 applies to the Design Phase Services, Line 2 (2a through 2f) applies to the Delivery of the New Facility, and Line 3 is the estimated maximum total price of the Design Phase Services and the Delivery of the New Facility.

Following the joint Design Team selection, the Government and the selected Respondent will negotiate the firm-fixed-price for the Design Phase Services (Line 1) and the Target Fee Percentage for the Delivery of the New Facility (Line 2d). The Initial Target Cost for the Delivery of the New Facility (Line 2a) will be incorporated into the Exchange Agreement from the selected Respondent's Proposal; it is not possible to negotiate this cost prior to beginning the design. The remainder of the Exchange Agreement Initial Pricing Form may then be calculated using the formulas therein and explained below. Once the Exchange Agreement Initial Pricing Form is completed, the Exchange Agreement will be executed.

1. Firm-Fixed-Price for Design Phase Services (Line 1)

- (a) Following the joint Design Team selection, the Government and the selected Respondent will negotiate the firm-fixed-price for the Design Phase Services (Line 1 in the Exchange Agreement Initial Pricing Form, which will have been previously *estimated* in Line 1 of RFP Appendix J). For purposes of establishing the firm-fixed-price for the Design Phase Services, the selected Respondent shall submit the following to the Government immediately following selection of the Design Team:
 - (1) A proposed Design Phase Services firm-fixed-price (to be based on the estimate provided in the selected Respondent's Proposal in response to this RFP and the GSA 2630/2631 Architect-Engineer Cost Estimate forms submitted by the Design Team); and,
 - (2) An explanation of the difference between the estimated price provided in the selected Respondent's Proposal in response to this RFP and the proposed firm-fixed-price for the Design Phase Services.
- (b) As detailed in the Exchange Agreement, the firm-fixed-price for the Design Phase Services shall not change unless allowed for by a Change Order or Equitable Adjustment.

2. Initial Target Cost (Line 2a)

- (a) The Respondent will propose an Initial Target Cost (Line 2a) for the Delivery of the New Facility in response to the RFP. It is not possible to negotiate this cost prior to beginning the design, and therefore, the Initial Target Cost for the Delivery of the New Facility (Line 2a) stated in RFP Appendix J as included in Volume III, Tab 3 of the Exchange Partner's Proposal will be incorporated into the Exchange Agreement.

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- (1) The Initial Target Cost stated in RFP Appendix J as included in Volume III, Tab 3 of the Exchange Partner's Proposal shall be inclusive of the optional allowances (see the Statement of Work) for procurement and installation of furniture and equipment, Relocation Services, and Art-in-Architecture as carried in the RFP Appendix J Cost Estimating Workbook.
- (2) Depending on the Government's unilateral decision to exercise one or more of the options, the Initial Target Cost stated in the Exchange Agreement Initial Pricing Form may or may not include the optional allowances for procurement and installation of furniture and equipment, Relocation Services, and Art-in-Architecture.
- (b) As detailed in the Exchange Agreement, the Target Cost for the Delivery of the New Facility will go through several iterations. During the design process (at approximately 60% design documents), a Firm Target Cost will be negotiated. The Firm Target Cost may exceed the Initial Target Cost by mutual agreement. Upon acceptance of the (100%) Construction Documents, a Final Target Cost will be negotiated. The Final Target Cost must be less than or equal to the Firm Target Cost.

3. Contingency Allowance Percentage (Line 2b) and Estimated Contingency Allowance (Line 2c)

- (a) The estimated Contingency Allowance (Line 2c) is calculated as a stipulated 5% (Line 2b) of the Initial Target Cost (Line 2a).
- (b) Because a contingency cannot be established prior to beginning the design, Line 2c is stated to be the *estimated* Contingency Allowance. As detailed in the Exchange Agreement, when the Firm Target Cost is negotiated, the Contingency Allowance will be established at the stipulated 5% of the Firm Target Cost. If the Final Target Cost is less than the Firm Target Cost, the Contingency Allowance will be reduced accordingly to 5% of the Final Target Cost.

4. Target Fee Percentage (Line 2d) and Estimated Fee (Line 2e)

- (a) The Government will negotiate the Target Fee Percentage (Line 2d) based on the information provided by the Respondent in response to the RFP as required by RFP Appendix J.
- (b) Because the Fee (amount) cannot be established prior to beginning the design, Line 2e is stated to be the *estimated* Fee. As detailed in the Exchange Agreement, when the Firm Target Cost is negotiated, the Fee will be established at the pre-negotiated Target Fee Percentage of the Firm Target Cost. If the Final Target Cost is less than the Firm Target Cost, the Fee will be reduced accordingly to the (same) pre-negotiated Target Fee Percentage of the Final Target Cost. The Target Fee Percentage shall remain the same though each iteration of the Target Cost.

5. Estimated Maximum Price for the Delivery of the New Facility (Line 2f)

- (a) The estimated maximum price for the Delivery of the New Facility (Line 2f) is calculated as the sum of the Initial Target Cost (Line 2a), the estimated Contingency Allowance (Line 2c) and the estimated Fee (Line 2e).
- (b) Because Lines 2c and 2e are estimates in the forms in RFP Appendix J and the Exchange Agreement Initial Pricing Form, Line 2f is stated to be the *estimated* maximum price for the Delivery of the New

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Facility. When the Firm Target Cost and Final Target Cost are negotiated, Line 2f will be stated as the Guaranteed Maximum Price, as defined in RFP Appendix A.

6. Estimated Maximum Total Price of the Design Phase Services and the Delivery of the New Facility (Line 3)

- (a) The estimated maximum total price of the Design Phase Services and the Delivery of the New Facility (Line 3) is calculated as the sum of the firm-fixed-price for the Design Phase Services (Line 1) plus the estimated maximum price for the Delivery of the New Facility (Line 2f).
- (b) Because Lines 2c and 2e are estimates in the forms in RFP Appendix J and the Exchange Agreement Initial Pricing Form, Line 3 is the *estimated* maximum total price of the Design Phase Services and the Delivery of the New Facility. When the Firm Target Cost and Final Target Cost are negotiated, Line 2f will be stated as “the maximum total price of the Design Phase Services and the Delivery of the New Facility” and be equal to the firm-fixed-price for the Design Phase Services plus the Guaranteed Maximum Price for the Delivery of the New Facility.
- (c) Pursuant to the terms of the Exchange Agreement, Respondents are cautioned that the Government and Exchange Partner shall agree that at no point shall the (estimated or established) maximum total price of the Design Phase Services and the Delivery of the New Facility (Line 3) be allowed to exceed the Proposed Gross Offer (as stated in RFP Appendix K and included in Volume V of the Exchange Partner’s Proposal). In addition, the Government and Exchange Partner shall agree that any Change Orders and Equitable Adjustments, as described in the Exchange Agreement, shall not cause the maximum total price of the Design Phase Services and the Delivery of the New Facility to exceed the Proposed Gross Offer.

7. Estimated Value Equalization Amount

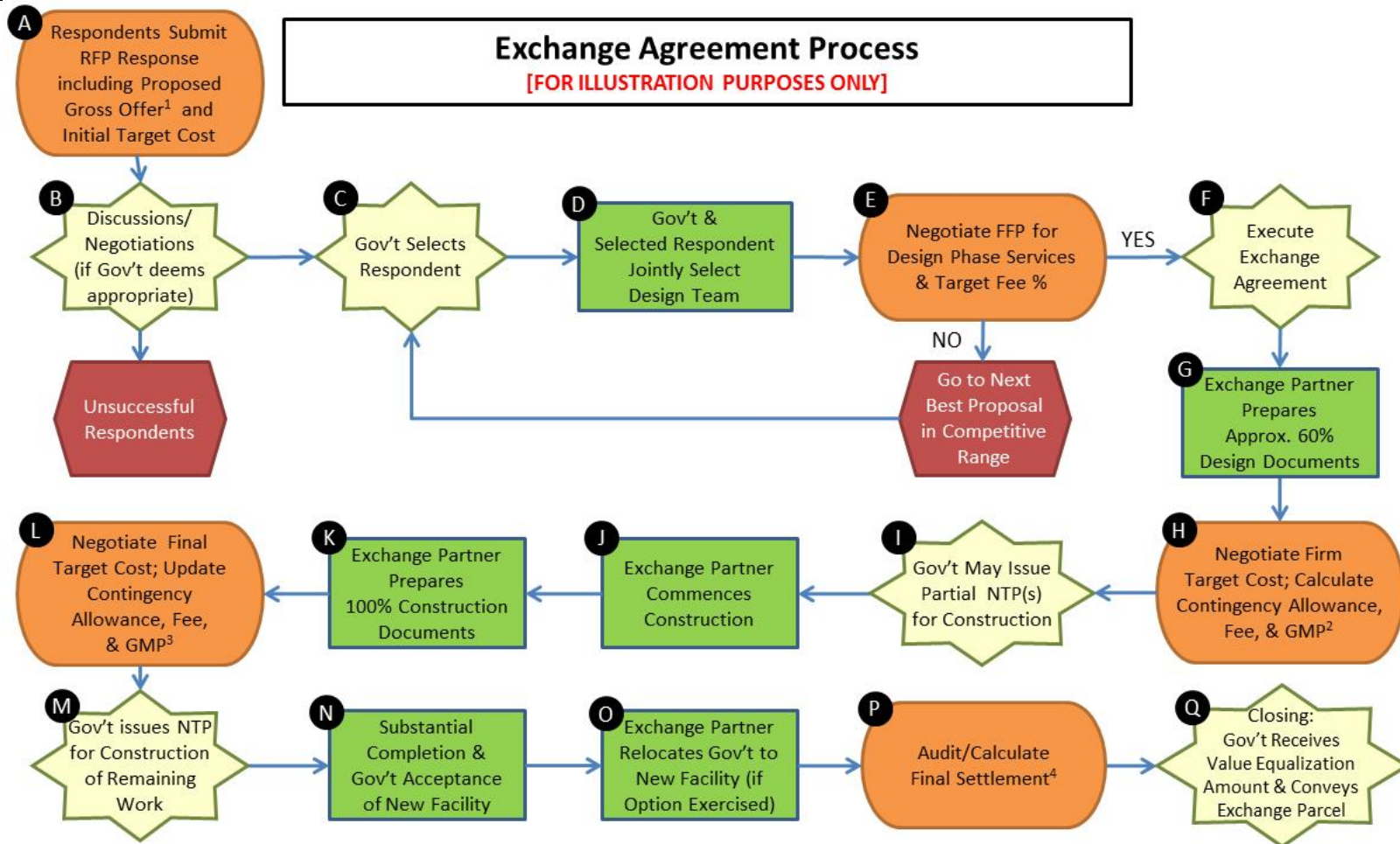
For purposes of the transaction, a portion of the Proposed Gross Offer will be provided in the form of Design Phase Services and Delivery of the New Facility and any remaining amount will constitute the Value Equalization Amount to be paid to the Government by the Exchange Partner.

- (a) The estimated Value Equalization Amount is the difference between the Proposed Gross Offer and the estimated maximum total price of the Design Phase Services and the Delivery of the New Facility (Line 3 of the Exchange Agreement Initial Pricing Form). In executing the Exchange Agreement, this value will differ from that of RFP Appendix K as included in Volume V of the Exchange Partner’s Proposal because the estimate in Line 1 of RFP Appendix J has now been negotiated as a firm-fixed-price for Design Phase Services (and consequently changes the value of Line 3 of the Exchange Agreement Initial Pricing Form compared to that of RFP Appendix J).
- (b) Because the Value Equalization Amount cannot be definitized until the Final Settlement (as described in RFP Appendix A: Exhibit E) of the Delivery of the New Facility is calculated, the difference between the Proposed Gross Offer and the estimated maximum total price of the Design Phase Services and the Delivery of the New Facility is stated in RFP Appendix K as the *estimated* Value Equalization Amount.
- (c) Pursuant to the terms of the Exchange Agreement, the (estimated or definitized) Value Equalization Amount shall never be a negative value.

APPENDIX N: STATEMENT OF WORK

[See separate file attached.]

APPENDIX O: EXCHANGE AGREEMENT PROCESS FLOW CHART



Notes:

¹ Proposed Gross Offer = Design Phase Services + Delivery of the New Facility + Value Equalization Amount. The Value Equalization Amount shall not be a negative value; therefore, at no point in the Exchange Agreement shall the Firm-Fixed-Price (FFP) for Design Phase Services and the maximum price for the Delivery of New Facility [Target Cost + stipulated Contingency Allowance (CA) + proposed Fee (amount for all indirect costs, general conditions, & profit)] exceed the Proposed Gross Offer.

² Firm Target Cost may exceed Initial Target Cost. CA = Target Cost * (stipulated CA %). Fee = Target Cost * (negotiated Target Fee %). Guaranteed Maximum Price (GMP) = Target Cost + CA + Fee.

³ Final Target Cost may not exceed the Firm Target Cost. If the proposed Final Target Cost is less than the Firm Target Cost, then the CA, Fee, and GMP shall be reduced accordingly.

⁴ Final Settlement consists of the audited Cost of the Delivery of the New Facility, the Fee, and any Shared Savings, provided that in no event shall the Final Settlement exceed the GMP.

**APPENDIX P: SENSITIVE BUT UNCLASSIFIED MATERIALS
DOCUMENT SECURITY FORM**

Solicitation # Volpe Exchange Agreement
Building # MA0182ZZ

**DOCUMENT SECURITY
NOTICE TO PROSPECTIVE**

This solicitation includes Sensitive But Unclassified (SBU) information. SBU documents provided under this solicitation are intended for use by authorized users only. In support of this requirement, GSA requires Respondents to exercise reasonable care when handling documents relating to SBU building information per the solicitation.

REASONABLE CARE:

1. Limiting dissemination to authorized users. Dissemination of information shall only be made upon determination that the recipient is *authorized* to receive it. The criterion to determine authorization is *need-to-know*. Those with a *need-to-know* are those who are specifically granted access for the conduct of business on behalf of or with GSA. This includes all persons or firms necessary to do work at the request of the Government, such as architects and engineers, consultants, contractors, sub-contractors, suppliers, and others that the Respondent deems necessary in order to submit an offer/bid or to complete the work, as well as maintenance and repair contractors and equipment service

NOTE: It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep records of recipients.

Authorized users shall provide identification as set forth below:

Valid identification for non-Government users. Authorized non-Government users shall provide valid identification to receive SBU information. The identification shall be presented and verified for each dissemination. Valid identification shall be all items (a) through (c), below, and including item (d), as necessary:

(a) A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business. The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; **and**

(b) Verification of a valid DUNS Number against the company name listed on the business license or certification. Verification may be obtained through <http://www.fpdcc.gov>, or by calling Dun & Bradstreet at 703-807-5078 to set up an account; **and**

(c) A Valid IRS Tax ID Number of the company requesting the information; **and, as necessary,**

(d) A Valid picture state driver's license shall be required of person(s) picking up SBU documents. Phone verification must be made to a previously validated authorized user that the individual(s)

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picking up the documentation is authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs (a) through (c), above.

2. Retaining and destroying documents. The efforts required above shall continue throughout the entire term of the solicitation and Exchange Agreement and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after execution of the Exchange Agreement or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

3. Term of Effectiveness. The efforts required above shall continue throughout the entire term of solicitation and Exchange Agreement and for what specific time thereafter as may be necessary, as determined by the Government. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention.

4. Written agreement of disposal. The Exchange Partner shall provide a written statement that he and his subcontractors have properly disposed of the SBU documents, with the exception of the Exchange Partner's record copy, at the time of Release of Claims to obtain final payment. Documents no longer needed shall be destroyed (such as after execution of the Exchange Agreement or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

The recipient acknowledges the requirement to use **reasonable care**, as outlined above, to safeguard the documents and, if not awarded the Exchange Agreement, the Respondent will make every reasonable and prudent effort to destroy or render useless all SBU information received during the solicitation.

[INSERT RESPONDENT NAME]
and its personnel agree to abide by this agreement and will only disseminate SBU information to other authorized users under the conditions set forth above.

Signature: _____

Title: _____

Date: _____

Copy of business license attached

DUNS Number: _____

Verified: Yes No

IRS Tax ID Number: _____

Solicitation #: Volpe Exchange Agreement
Building #: MA0182ZZ